



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

Teri Rennia, City Council President
Angela Holmes, City Clerk

CITY COUNCIL WORK SESSION AGENDA City Council Work Room, 38 Hawley Street, Binghamton Monday August 4, 2014

The Work Session begins at 5:00pm. Times for RL(s)/Topics are approximate only and items may be considered earlier or later.

Time	Committee	Chair	RL(s)/Topic	Pages	Presenter
5:00pm	-----	-----	Discussion: Main/Court Street Corridor Zoning Plan	-----	Thomas Costello, Jared Kraham, Robert Murphy, Jennie Skeadas-Sherry, Jennifer Taylor
5:45pm	MPA	Motsavage	RL 14-104: Amending Zoning Board of Appeals Alternate Members	7-8	Jennie Skeadas-Sherry
6:00pm	PW/Parks -----	Motsavage -----	RL 14-108: Agreement with I. Kruger, Inc. for BIOSTYR Pilot Study at the Binghamton-Johnson City Joint Sewage Treatment Plant Discussion: Update on Mill & Pave Schedule	13-26 -----	Gary Holmes
6:15pm	Finance	Berg	RL 14-107: Agreement with Shumaker for Right-of-Way Survey & Easement Appraisals for Chenango River Trail Connection Project	27-30	Philip T. Krey
	Finance	Berg	RL 14-109: Increase Revenue to Accept \$4,400 for AutoCad Training	31	
	Finance	Berg	RL 14-110: Transfer \$4,400 from Revenue for AutoCad Training	32-34	
	Finance	Berg	RL 14-111: Budget Transfer to Fund SWPPP Review Contract	35	
	PW/Parks	Motsavage	RL 14-112: Agreement with CRA Infrastructure for Engineering Study at Water Filtration Plant	36-39	
	PW/Parks	Motsavage	RL 14-113: Agreement with Keystone to Perform SWPPP Review	40-41	
7:45pm	-----	-----	Discussion: FEMA Reimbursements	-----	Gary Holmes, Chuck Shager
8:15pm	Finance	Berg	RL 14-100: Amending § 5-7.G of the City Code, Regarding the City's Investment Policy	1-2	Chuck Shager
	Finance	Berg	RL 14-103: Amending 2014 Insurance Fund Budget for Additional Flood Insurance Coverage	5-6	
	-----	-----	Discussion: Refinancing Bonds	47-83	



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

Teri Rennia, City Council President
Angela Holmes, City Clerk

Time	Committee	Chair	RL(s)/Topic	Pages	Presenter
8:30pm	-----	-----	Discussion: Establishment of Grocery Store on North Side	-----	Jared Kraham, Robert Murphy
9:00pm	-----	-----	Discussion: Proposed Modifications to the Noise Ordinance, § 292 of the Code of the City of Binghamton	42-46	Councilman Motsavage
9:15pm	MPA	Motsavage	RL 14-105: Amending Banner Permit Regulations	9-10	Angela Holmes
	MPA	Motsavage	RL 14-106: Amending Banner Permit Fee Schedule	11-12	
9:30pm	Employees	Berg	RL 14-102: Amending Fee for Police & Firefighter Civil Service Exam	3-4	-----
9:45pm	-----	-----	Discussion: Rental Registration Discussion: Review of Committee Reports & Pending Legislation	----- -----	Council President Rennia

COMMITTEE REPORTS

Municipal & Public Affairs Committee: Motsavage (Chair), Webb, Matzo

1. Potential amendments to the City of Binghamton's noise ordinance regulations.
2. Potential amendments to the City of Binghamton regulations pertaining to mobile food vendor establishments.



Legislative Branch

RL Number:

14-100

Date Submitted:

7/17/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Chuck Shager

Title/Department: Comptroller

Contact Information: phone 607-772-7046, email ceshager@cityofbinghamton.com

RL Information

Proposed Title: Amend City of Binghamton Investment policy to include Chemung Canal Trust Bank, as an authorized depository bank.

(section 5-7.9)

Suggested Content: Chemung Canal Trust Bank now located within the City and is offering .20% interest rate which is 150% higher than our current banks. the maximum amount we may deposit there to be capped at five million.

Additional Information

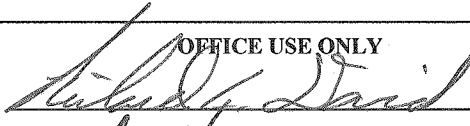


Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY						
Mayor:						
Comptroller:						
Corporation Counsel:						
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>	

City of Binghamton
Bank Interest Analysis

	1.0008	1.002	
	Chase 0.08%	Chemung 0.02%	Addition Earnings
Beg	5,000,000.00	5,000,000.00	
Month 1	5,004,000.00	5,010,000.00	6,000.00
Month 2	5,008,003.20	5,020,020.00	12,016.80
Month 3	5,012,009.60	5,030,060.04	18,050.44
Month 4	5,016,019.21	5,040,120.16	24,100.95
Month 5	5,020,032.03	5,050,200.40	30,168.37
Month 6	5,024,048.05	5,060,300.80	36,252.75
Month 7	5,028,067.29	5,070,421.40	42,354.11
Month 8	5,032,089.74	5,080,562.25	48,472.50
Month 9	5,036,115.42	5,090,723.37	54,607.95
Month 10	5,040,144.31	5,100,904.82	60,760.51
Month 11	5,044,176.42	5,111,106.63	66,930.20
Month 12	5,048,211.76	5,121,328.84	73,117.08

\$73,117.08 Annual increase in 5,000,000 investments



Legislative Branch

RL Number:

14-102

Date Submitted:

7/21/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Trish Keppler

Title/Department: Civil Service

Contact Information: pakeppler@cityofbinghamton.com 772-7067

RL Information

Proposed Title: Increase the fee charged for the Police and Firefighter civil service exam
from \$17.50 to \$25.00

Suggested Content: Increase the above fee to offset costs for monitors for exams and
physicals and psych exams.

Additional Information




Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☒ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): 00-52

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input checked="" type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



Department of Personnel and Safety

Mayor, Richard C. David

Patricia A. Keppler, Director of Personnel and Safety

Current fee structure for civil service exams:

	<u>CITY CHARGES</u>	<u>CITY SENDS TO STATE</u>
Police and fire:	\$17.50	\$12.50
All others	\$12.50	\$10.00
Decentralized exams	\$10.00	\$ 5.00

- Exam fees charged by other municipalities for uniformed exams range from zero to \$100.00.
- Broome County charges \$25.00

Cost of monitors:

\$49.00 9am to 1:30PM

\$73.50 until 3PM

\$98.00 until 5PM

How many monitors do we have at police and fire exams?

For the police and fire exams we have 2 monitors to a room and about 15-20 applicants per room.

For the below exams we have about 20 monitors.

How many people sign up for the police and fire exams?

Police 11/17/12 224

Fire 3/9/2013 225

Cost of psych exams and Physicals: Police \$750.00
Fire \$1,000.00

What happens if someone cannot pay the fee?

The following statement is on all exam announcements:

"A waiver of application fee will be allowed if you are unemployed and primarily responsible for the support of a household. In addition, a waiver of application fee will be allowed if you are determined eligible for Medicaid, or receiving supplemental security income payments, or public assistance (temporary assistance for needy families/family assistance of safety net assistance) or are certified job training partnership act/workforce investment act eligible through a state or local social service agency.

Fees were last increased in June of 2000.

****The police exam will be given on 11/15/14. The exam announcement will be posted the first week in September and we need to post the fee at that time.**



Legislative Branch

RL Number:

14-103

Date Submitted:

7/23/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Chuck Shager

Title/Department: Comptroller

Contact Information: phone 607-772-7046, email ceshager@cityofbinghamton.com

RL Information

Proposed Title: AN ORDINANCE TO AMEND THE 2014 INSURANCE FUND BUDGET TO
TRANSFER \$6,377.00 FROM M1910.54900 (Prov, for Incurred loss) to M1910.54900 (Insurance)

Suggested Content: The city needs to add flood insurance coverage per the obtain/maintain clause
in the FEMA contracts we signed in order to remain eligible for any future public assistance from them.

The cost of this policy for the six locations that were impacted will be 6,377.

Additional Information




Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY						
Mayor:						
Comptroller:						
Corporation Counsel:						
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>	

City of Binghamton NFIP Flood Proposals
July 2014

MAINTENANCE GARAGE:

NATIONAL FLOOD INSURANCE PROGRAM PROPOSAL (NFIP):
\$50,000 BUILDING LIMIT
\$114,500 CONTENTS LIMIT
\$1,250 Deductible
\$1,984 Est. ANNUAL PREMIUM

TRAINING CENTER STORAGE SHED:

NATIONAL FLOOD INSURANCE PROGRAM PROPOSAL (NFIP):
\$10,000 BUILDING LIMIT
\$56,600 CONTENTS LIMIT
\$1,000 Deductible
\$872 Est. ANNUAL PREMIUM

TRAINING CENTER CLASSROOM:

NATIONAL FLOOD INSURANCE PROGRAM PROPOSAL (NFIP):
\$35,400 BUILDING LIMIT
\$31,300 CONTENTS LIMIT
\$1,000 Deductible
\$796 Est. ANNUAL PREMIUM

TRAINING CENTER TOWER: 3 story tower attached to 36' x 60' 1 story building

NATIONAL FLOOD INSURANCE PROGRAM PROPOSAL (NFIP):
\$33,900 BUILDING LIMIT
\$10,000 CONTENTS LIMIT
\$1,000 Deductible
\$508 Est. ANNUAL PREMIUM

BFD TRAINING FACILITY BURN TRAILER:

NATIONAL FLOOD INSURANCE PROGRAM PROPOSAL (NFIP):
\$52,100 BUILDING LIMIT
\$1,000 Deductible
\$700 Est. ANNUAL PREMIUM

CITY HALL:

NATIONAL FLOOD INSURANCE PROGRAM PROPOSAL (NFIP):
\$65,000 BUILDING LIMIT
\$65,000 CONTENTS LIMIT
\$1,000 Deductible
\$1,517 Est. ANNUAL PREMIUM

SUBJECT TO: PAYMENT IN FULL UP FRONT, SIGNED APPLICATIONS, AND 30 DAY WAITING PERIOD



Legislative Branch

RL Number:

14-104

Date Submitted:

7/23/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Jennie Skeadas Sherry

Title/Department: Director - Planning, Housing and Community Development

Contact Information: 607-772-7028 x120 ijskeadas-sherry@gmail.com

RL Information

Proposed Title: Section 410.91 (C) Zoning Board of Appeals - Alternate Members

Suggested Content: C. Alternate Members. The Mayor shall have the power to appoint one alternate member in the event a member is unable to participate because of conflict of interest or absence.

Additional Information

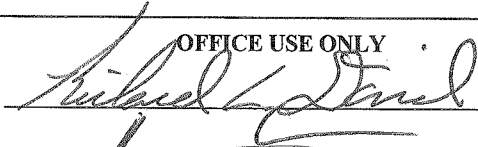


Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☐ No ☐

Is RL related to previously adopted legislation? Yes ☒ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): 410-91(C)

OFFICE USE ONLY						
Mayor:						
Comptroller:						
Corporation Counsel:						
Finance <input type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input checked="" type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>	

ARTICLE XIV, Appeals

§410-91. Zoning Board of Appeals-organization. [Amended 5-19-08 by Ord. No. 25-2008]

- A. Establishment. As part of the administration of this chapter a Zoning Board of Appeals is hereby established.
- B. Appointment and term. The Zoning Board of Appeals shall consist of five members appointed by the Mayor, each to serve a term of five years. At the expiration of the members now in office, the appointment of succeeding members to the Board shall be for terms so fixed that one member's term shall expire at the end of the calendar year in which such members were initially appointed. The remaining members' terms shall expire at the end of each year thereafter. At the expiration of each succeeding member's appointment, the replacement member shall be appointed for a term of five years. Vacancies occurring in said Board shall be filled in a like manner, but only for the unexpired period of such term.
- C. Alternate members. The Mayor shall have the power to appoint one alternate Zoning Board of Appeals member in the event a member is unable to participate because of a conflict of interest. The alternate member shall possess all the powers and responsibilities of such member of the Board. Such designation shall be entered into the minutes of the initial Zoning Board of Appeals meeting at which the substitution is made. The alternate Board member will serve a term of five years.
- D. Removal of members. The Mayor shall have the power to remove, after a public hearing, any member of the Zoning Board of Appeals for cause. Any Zoning Board of Appeals member may be removed for noncompliance with any minimum requirements relating to meeting attendance and training as established by City Council by local law or ordinance.
- E. Chairperson. The Zoning Board of Appeals shall select a Chairperson and Vice Chairperson from among its own members. In the absence of such Chairperson, the Vice Chairperson will serve as the Acting Chairperson. All meetings of the Zoning Board of Appeals shall be held at the call of the Chairperson and at other times as such Board may determine. Such Chairperson, or in his or her absence the Acting Chairperson, may administer oaths and compel the attendance of witnesses.
- F. Meetings. Regular meetings shall be held at least once each month but may be cancelled if there is no action pending. Special meetings may be held at such other times as the Chairperson may determine. All meetings shall be open to the public.
- G. Voting requirements.
 - (1) Decision of the Board. The concurring vote of three members of the Board shall be necessary to reverse any order, requirement, decision or determination of the Supervisor of the Office of Building and Construction acting as the official charged with the enforcement of this chapter, or to decide in favor of the applicant any matter upon which it is required to pass, or to approve any variance in the provisions of this chapter.
 - (2) Default denial of appeal. If an affirmative vote of a majority of all members of the Board is not attained on a motion or resolution to grant a variance or reverse any order, requirement, decision, or determination of the enforcement official within the time allowed, the appeal is denied. The Board may amend the failed motion or resolution and vote on the amended motion or resolution within the time allowed without being subject to the rehearing process.
- H. Minutes. Minutes of all proceedings shall be recorded and shall show the action of the Board and the vote of each member on every motion or, if absent or failing to vote, indicating such fact. All proceedings shall be filed in the Planning Department and shall be a public record.
- I. Filing requirements. Every rule, regulation, amendment, or repeal thereof, and every order, requirement, decision, or determination of the Zoning Board of Appeals, shall be filed in the office of the City Clerk within five business days and shall be a public record.



Legislative Branch

RL Number:

14-105

Date Submitted:

7/28/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Angela Holmes

Title/Department: City Clerk

Contact Information: (607) 772-7005, clerk@cityofbinghamton.com

RL Information

Proposed Title: An Ordinance amending § 327-5 of the Code of the City of Binghamton,
regarding Banner Permits

Suggested Content: See attached.

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☒ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): § 327-5

OFFICE USE ONLY

Mayor: _____

Comptroller: _____

Corporation Counsel: _____

Finance ☐ Planning ☐ MPAX ☒ PW/Parks ☐ Employees ☐ Rules/Special Studies ☐

AN ORDINANCE AMENDING § 327-5 OF THE CODE OF THE CITY OF BINGHAMTON, REGARDING BANNER PERMITS

WHEREAS, § 327, Article III of the Code of the City of Binghamton, entitled "Banner Permits", outlines the regulations pertaining to banner permits issued by the City of Binghamton; and

WHEREAS, the City Clerk has requested that § 327-5 of the Code of the City of Binghamton be amended to state that Banner Permits shall be issued in one (1) week increments for no more than three (3) weeks in total, that requested banner display dates and locations shall be granted on a first-come first-served basis, and that the City reserves the right to modify requested banner display dates and locations based upon availability.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain as follows:

Section 1. That § 327-5 of the Code of the City of Binghamton is hereby amended to read as follows:

§ 327-5. Application [Amended __ - __-2014 by Ord. No. 14-__]

D. Preferred banner display location. Banner display locations shall be granted on a first-come first-served basis. The City reserves the right to modify the banner display location based upon availability.

E. The requested dates during which the banner shall be displayed. Banners may be hung in one (1) week increments, and may be displayed for no more than three (3) weeks in total. Requested banner display dates shall be granted on a first-come first-served basis. The City reserves the right to modify the banner display dates based upon availability.

Section 2. That this Ordinance shall take effect October 1, 2014.



Legislative Branch

RL Number:

14-106

Date Submitted:

7/29/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Angela Holmes

Title/Department: City Clerk

Contact Information: (607) 772-7005, clerk@cityofbinghamton.com

RL Information

Proposed Title: An Ordinance amending the Banner Permit fee schedule

Suggested Content: See attached.

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☒ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): Perm O12-78

OFFICE USE ONLY

Mayor: _____

Comptroller: _____

Corporation Counsel: _____

Finance ☐ Planning ☐ MPA ☒ PW/Parks ☐ Employees ☐ Rules/Special Studies ☐

AN ORDINANCE AMENDED THE FEE SCHEDULE FOR BANNER PERMITS

WHEREAS, § 327 of the Code of the City of Binghamton, entitled *Use of Rights-of-Way*, directs and authorizes a fee schedule to be set from time to time by the Council of the City of Binghamton; and

WHEREAS, the Council of the City of Binghamton adopted Permanent Ordinance 12-78 on December 19, 2012, entitled *An Ordinance establishing a fee schedule for Banner Permits, Event Permits and Block Party Permits*, setting the current fees for such permits; and

WHEREAS, the City Clerk has recommended an amendment to the fee schedule for Banner Permits; and

WHEREAS, the Council of the City of Binghamton wishes to adopt the proposed fee schedule for Banner Permits.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby ordain as follows:

Section 1. That the City of Binghamton does hereby adopt the following fee schedule for Banner Permits:

<u>BANNER PERMIT</u>	<u>FEE</u>
Application, Banner Display Location across Court Street & Washington Street	\$150/week
Application, Banner Display Location on Walkway Overpass at Water Street	\$50/week
Application, Banner Display Location on Walkway Overpass at State Street	\$50/week
Late Fee	\$20/day

Section 2. That this Ordinance shall take effect October 1, 2014.



Legislative Branch

RL Number:

14-108

Date Submitted:

7/31/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Gary R. Holmes P.E.

Title/Department: Commissioner/Public Works

Contact Information: grholmes@cityofbinghamton.com

RL Information

Proposed Title: BIOSTYR Pilot Study Proposal - Binghamton-Johnson City Joint Sewage Treatment Plant

Suggested Content: A BIOSTYR demonstration unit will be used to carry out the pilot study at the Binghamton-Johnson City Joint Sewage Treatment Facility. The purpose of the pilot study will be to investigate performance, provide operational data and develop treatment experience with the BIOSTYR process. Estimated Cost \$174,000 for six months, there after \$6,500/month.

Additional Information

Does this RL concern grant funding? Yes ☐ No ☐

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☐ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

Mayor:

Comptroller:

Corporation Counsel:

OFFICE USE ONLY

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Finance ☐

Planning ☐

MPA ☐

PW/Parks ☒

Employees ☐

Rules/Special Studies ☐



July 18, 2014

Catherine P. Young
Superintendent – Environmental Protection and Control
Binghamton-Johnson City Joint Sewage Treatment Facilities
4480 Vestal Rd.
Vestal, NY 13850
607-729-2975

Re: BIOS TYR Pilot Study Proposal
Binghamton-Johnson City Joint Sewage Treatment Plant

Dear Ms. Young,

Kruger is pleased to offer the following pilot proposal for the BIOS TYR® Biologically Aerated Filter (BAF) process. This proposal summarizes setup requirements for the pilot unit and includes an agreement for the cost of pilot testing.

As per the attached documents, the equipment rental cost for pilot testing BIOS TYR® is \$6,500 per week excluding transportation and third party analytical lab fees. This cost includes a pilot plant specialist onsite to operate the pilot unit Monday – Friday. The transportation of the BIOS TYR pilot unit is \$5,000. Total cost of a six month pilot study plus transportation is \$174,000. If additional weeks are anticipated or needed, we will extend the rental at a rate of \$6,500 for each additional week.

Please note that, as a biological system, the pilot unit will require operations oversight on the weekends in addition to the weekdays. We anticipate that weekend operations and maintenance of the pilot system as a whole will be provided by your operations staff, with the exception of the first 2 weekends of operation. During the initial weeks Kruger will train your staff to allow them to operate the system without a Kruger field engineer present. We understand that this training should be sufficient for your staff to provide the majority of the operations during the week as well, and that Kruger field service (and thus the weekly rental fee) could be reduced significantly as a result. Accordingly, Kruger will reduce the rental fee by \$4,500 for each week that Kruger is not onsite.

We look forward to discussing the pilot operation plan in detail with you and your staff. If you have any questions on this package, or other requirements for preparation, please do not hesitate to contact me at (919) 653-4572.

Sincerely,

By email

Drew Bostian
Pilot Group Manager



DEMONSTRATION TEST AGREEMENT

THIS DEMONSTRATION TEST AGREEMENT (this "Agreement") is made as of the 18th day of July 2014, by and between I. Kruger Inc., Cary, North Carolina ("KRUGER") and Binghamton-Johnson City Joint Sewage Treatment Authority ("Customer").

1. KRUGER has submitted to the Customer, dated July 18, 2014 (the "Proposal", a copy of which is appended hereto as Attachment A and incorporated herein by reference) concerning the use of a mobile BIOSTYR Biological Aerated Filter (BAF) Pilot Unit (the "Unit") at Binghamton-Johnson City Joint Sewage Treatment Plant located in Binghamton, NY (the "Facility"), and Customer desires to accept the Proposal on the terms and conditions herein set forth.
2. KRUGER shall at all times maintain ownership of the Unit, but shall make the Unit available at the Facility for approximately a 6 month period, mutually acceptable to KRUGER and the Customer, for the completion of a demonstration test (the "Demonstration") as described in the Proposal. The Customer shall provide, at its sole cost and expense, the personnel, services and other support items necessary for completion of the Demonstration, as described in the Proposal. In consideration for making the Unit available for the Demonstration, the Customer shall pay to KRUGER the sums set forth in the Proposal.
3. KRUGER'S provision of the Unit for completion of the Demonstration shall be subject to all of the terms and conditions set forth in Attachment B hereto, each of which are incorporated by reference as if fully set forth herein. The provisions of Attachment B shall survive the expiration or earlier termination of this Agreement. Initially capitalized words and phrases used in Attachment B without definition shall have the meanings ascribed to such words and phrases in this Agreement.
4. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Any written notice or other written information to be communicated pursuant to or in connection with this Agreement shall be delivered by reputable overnight courier or certified mail, return receipt requested, to the addresses appearing on the signature page of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Agreement as of the day and year first above written.

Customer Legal Name

I. Kruger Inc. d/b/a
KRUGER

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

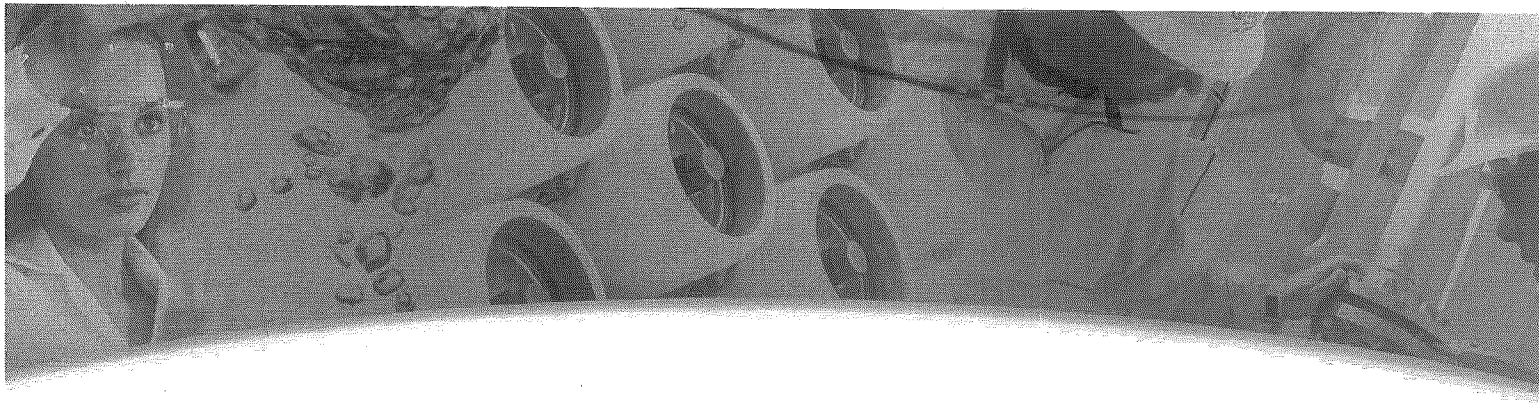
Title: _____

Address: _____

Address: 4001 Weston Parkway
Cary, NC 27513

I. Kruger Inc. • 4001 Weston Parkway • Cary, North Carolina 27513
Phone (919) 677-8310 • Fax (919) 677-0082





ATTACHMENT A

BIOSTYR Biological Aerated Filter Pilot Concept Description

For the

**Binghamton-Johnson City
Joint Sewage Treatment Facilities
Vestal, NY**



The information or data contained in this proposal is proprietary to Kruger and should not be copied, reproduced, duplicated, or disclosed to any third party, in whole or part, without the prior written consent of Kruger. This restriction will not apply to any information or data that is available to the public generally.

July 18, 2014

I. Kruger Inc. • 4001 Weston Parkway • Cary, North Carolina 27513
Phone (919) 677-8310 • Fax (919) 677-0082



1.0 Introduction

A BIOSTYR[®] demonstration unit will be used to carry out the pilot study at the Binghamton-Johnson City Joint Sewage Treatment Facility. The purpose of the pilot study will be to investigate performance, provide operational data and develop treatment experience with the BIOSTYR[®] process.

2.0 BIOSTYR Process Description

The BIOSTYR system is an up-flow submerged fixed-film filter that biologically treats carbonaceous and nitrogenous wastes (CBOD, $\text{NH}_4\text{-N}$, $\text{NO}_3\text{-N}$) and removes insoluble pollutants (TSS) through the filtering mechanism of the process. The influent wastewater is first pumped to a common inlet feed channel above the BIOSTYR cells where it flows down to the individual cells by gravity. Upon entering the BIOSTYR cells, the wastewater is forced upwards through the filter media. The media contained in the cells is composed of specially manufactured high-density polystyrene beads covered by active biomass. This active biomass provides biological treatment to the wastewater as it flows through the cells. Ceiling plates with regularly spaced nozzles are used to retain the filter media. The nozzles allow the treated water to enter a common water reservoir above the filters, which in turn is used to provide water during backwash sequences. AnoxKaldes™ Moving Bed Biofilm (MBBR) media can be placed below the BIOSTYR filter bed to increase the pollutant loading and removal capacity of the filter with regards to organics and particulates.

Growth of biomass and the retention of suspended solids in the filter media make periodic backwashing necessary. The BIOSTYR process is designed for a backwash interval of 24 hours or more. The backwash sequence is performed automatically and is triggered either when a preset time limit has expired or when the head loss across the filter exceeds a pre-determined set-point.

Like other filtration processes, high TSS and BOD concentrations in the influent waste stream can increase the rate of clogging. If the influent waste stream contains high levels of TSS or BOD, it is desirable to install clarification to partially treat the wastewater.

The BIOSTYR process provides several significant improvements over other fixed film systems. First, using a floating media bed in conjunction with an up-flow system ensures that the nozzles used to retain the media are only in contact with treated water. This prevents the nozzles from clogging and provides easy access for nozzle maintenance or replacement.

Second, the counter-current backwashing sequence ensures efficient removal of accumulated solids. During backwashing sequences, the downward flow expands the filter media and utilizes gravity to aid in flushing solids from the bottom of the filter. Additionally, the backwash water is supplied from a common reservoir above the filter cells, eliminating the costs associated with backwash pumping. Finally, used backwash water is collected in drainpipes at the bottom of the filters. It is not exposed to the atmosphere, so the potential for odor problems is dramatically reduced.



3.0 Pilot Study Protocol

The key objectives, operational plan, schedule, and analytical sampling plan are defined in the following section.

3.1 Objectives

The primary goals of this demonstration study are:

1. To establish maximum carbon and nitrogen loading rates in the BIOSTYR DUO configuration while achieving and maintaining stable nitrification to effluent $\text{NH}_4\text{-N}$ concentrations of < 1.0 mg/L.
2. To establish maximum nitrogen loading and removal rates using a pre-anoxic BIOSTYR filter for denitrification in a two stage MLE type configuration.

The two primary goals shall be explored in two separate pilot stages. The first stage shall focus on the operation of one BIOSTYR tower operating as an aerobic BIOSTYR DUO. The second stage of the pilot study shall incorporate a second tower upstream of the aerobic tower for pre-anoxic operation.

3.2 Pilot System Configuration and Setup

The BIOSTYR pilot unit is comprised of two independent BAF towers installed on skids. Some ancillary equipment is installed with the towers including feed pumps, backwash pumps, compressor, and a controls shed with a PLC panel, motor starters, VFD's, and SCADA system. The panel shall serve to accept the main power feed to the unit, provide power to most Kruger-supplied equipment, and send/monitor control signals to/from the equipment.

Phase I shall consist of operating one tower as an aerobic BIOSTYR DUO. The Phase I system shall consist of the following equipment provided by Kruger:

1. Aerobic BIOSTYR DUO Feed Pump
2. Aerobic BIOSTYR DUO Tower
3. Aerobic BIOSTYR DUO Effluent Storage Tank (~2,000 gal)
4. BIOSTYR Backwash Waste Tank (~1,000 gal)
5. Aerobic BIOSTYR DUO Backwash Pump
6. Aerobic BIOSTYR DUO Control Valves, Instruments, Compressor and Controls Shed

Phase II shall consist of bringing a second BIOSTYR tower into anoxic operation upstream of the already operating aerobic BIOSTYR DUO tower. The nitrate rich effluent from the aerobic tower will be recirculated and mixed with influent to the anoxic tower for pre-denitrification. The effluent of the anoxic tower will then flow into the aerobic tower to oxidize BOD and NH_4 .

The Phase II system shall consist of the following equipment provided by Kruger:

1. Anoxic BIOSTYR Feed Pump



2. Anoxic BIOSTYR Tower
3. Anoxic BIOSTYR Tower Effluent Storage Tank (~2,000 gal)
4. Nitrified Effluent Recirculation Pump
5. Anoxic BIOSTYR Backwash Pump
6. Anoxic BIOSTYR Control Valves and Instruments

3.3 Pilot Study Stages

The pilot study shall consist of the following seven (7) general phases:

- **Phase 1: Installation**
During this phase, equipment shall be shipped to the site and erected into the process configuration. While the beginning of the test only requires the use of one tower, both towers shall be set up from the start. Assistance from the city shall be required to raise the towers to a standing position and position the larger pieces of equipment. Following tower erection, tanks and pumps shall be plumbed, and all electrical work shall be performed by a certified electrician. See Pilot Setup Summary Section 4.7 for a list of setup responsibilities.
- **Phase 2: System Check-Out**
When the unit is fully powered and able to process water, Kruger will verify the operation of all BIOSTYR system pumps, valves, compressors and instruments. Any media installation will take place. Automatic refrigerated auto samplers will be put in place for the influent and effluent of the first stage unit.
- **Phase 3: Initial Start-Up and Optimization of BIOSTYR DUO**
Kruger shall start-up the BIOSTYR DUO unit with primary effluent. Kruger will make adjustments to loading rates, backwash frequencies and durations (if required) to obtain acceptable, stable overall performance as defined by low effluent BOD₅ concentrations and a fully nitrified effluent. A Kruger representative shall be onsite M-F during this phase to take readings, analyze samples, make process operating decisions and necessary adjustments.

The primary targeted operating conditions to obtain during the demonstration period will be:

1. 140 lb BOD₅ per 1000 ft³/day
2. 11.9 lbs NH₃-N per 1000 ft³/day
3. Influent average hydraulic flowrate of 7.0 – 8.0 GPM

If the BIOSTYR DUO system can process higher pollutant and/or hydraulic loading, the system shall be operated in such a way to explore the process limitations.

- **Phase 4: Demonstration of BIOSTYR DUO**
In this stage the demonstration unit will be operated continuously at specific hydraulic and pollutant loading rates that are intended to be representative of full scale operation according to Kruger's most



recent design recommendations in place at the time of the demonstration study. During the Demonstration phase, Kruger shall continue to optimize the system to best treat the wastewater to the extent required. The demonstration phase will include detailed data analysis, both conducted in the field by Kruger and at a third party testing laboratory, to evaluate the system performance when treating primary clarified effluent. Operation of the system, including routine O&M, flowrate adjustments, and adjustment of BIOSYR operating parameters, will be the responsibility of both Kruger and BJC JSB operations staff during the demonstration phase, as agreed. Based on training of the plant staff during the initial startup and optimization Kruger anticipates being able to reduce onsite presence during the demonstration phase. This will be evaluated and a Kruger representative will be onsite during the demonstration phase as needed.

- **Phase 5: Initial Start-Up and Optimization of Anoxic Tower (Pre-DN BIOSYR Tower)**

Kruger shall start-up the anoxic unit with primary effluent and recycled nitrified effluent from the aerobic BIOSYR DUO tower. Kruger will make adjustments to loading rates, backwash frequencies and durations (if required) to obtain acceptable, stable overall performance as defined by low effluent BOD₅ concentrations, a fully nitrified effluent, and low effluent nitrate. A Kruger representative shall be onsite M-F during this phase to take readings, analyze samples, make process operating decisions and necessary adjustments.

The primary targeted operating conditions to obtain during the demonstration period will be:

1. 150 lb BOD₅ per 1000 ft³/day
2. 8.0 lbs NO₃-N per 1000 ft³/day
3. Influent average hydraulic flowrate of 2.5 GPM

- **Phase 6: Demonstration of Pre-DN BIOSYR Tower**

In this stage the demonstration unit will be operated continuously at specific hydraulic and pollutant loading rates that are intended to be representative of full scale operation according to Kruger's most recent design recommendations in place at the time of the demonstration study. During the Demonstration phase, Kruger shall optimize the system to best treat the wastewater to the extent required. The demonstration phase will include detailed data analysis, both conducted in the field by Kruger and at a third party testing laboratory, to evaluate the system performance when treating primary clarified effluent. Operation of the system, including routine O&M, flowrate adjustments, and adjustment of BIOSYR operating parameters, will be Kruger's responsibility during the demonstration phase. Based on training of the plant staff during the initial startup and optimization Kruger anticipates being able to reduce onsite presence during the demonstration phase. This will be evaluated and a Kruger representative will be onsite during the demonstration phase as needed.

- **Phase 7: Demobilization**

At the conclusion of the Demonstration phase, Kruger will arrange for the removal of its BIOSYR pilot equipment.



3.4 Pilot Study Schedule

Installation, system set-up, and equipment checks is anticipated to take approximately 4 weeks. The start-up and optimization of the first pilot study stage is estimated to take approximately 6-8 weeks whereas the start-up and optimization of stage 2 is anticipated to take approximately 4-6 weeks. The demonstration phase of each stage is estimated to occur for approximately 4 weeks. A Kruger representative will be onsite Monday afternoon through Friday morning. The city is responsible for weekend rounds to check correct operation of the system. This will take approximately 15-30 minutes/day provided that no intervention is required to fix incorrect operation.

3.5 Analytical Sampling Plan

Kruger will provide two (2) refrigerated automatic samplers for the demonstration study for obtaining 24 hour composite samples of both the BIOSTYR influent and effluent streams. BOD and TSS composite samples shall be analyzed by the plant lab. Kruger will provide onsite analytical services for the majority of data gathered. In addition to the composite samples some grab samples will also be checked. During each demonstration period, composite samples will also be sent to a third party lab for verification. Tables 1 and Table 2 show a general analytical sampling plan for the pilot study. Depending on pilot stage, grab sampling location and frequency may change for troubleshooting and optimization purposes. It is also anticipated that additional sampling points and 1-2 additional automatic samplers (by Owner) may be required during Phase 6 where both pilot units are operated with nitrate recycle.

Table 1: Weekly On-Site Analytical Sampling Plan

Parameter	Mon	Tues	Wed	Thurs	Fri
BOD (inf/eff)*	2C	-	2C	-	2C
TSS (inf/eff)*	2C	-	2C	-	2C
sCOD (inf/eff)	2C/2G	2C/2G	2C/2G	2C/2G	2C/2G
COD(inf/eff)	2C/2G	2C/2G	2C/2G	2C/2G	2C/2G
NO ₃ -N (eff)	2C/2G	2C/2G	2C/2G	2C/2G	2C/2G
NO ₂ -N (eff)	2C/2G	2C/2G	2C/2G	2C/2G	2C/2G
Alkalinity (eff)	2C/2G	2C/2G	2C/2G	2C/2G	2C/2G
NH ₃ -N (inf/eff)	2C/2G	2C/2G	2C/2G	2C/2G	2C/2G
Ortho-P (inf/eff)	2C	2C	2C	2C	2C

**Analyzed By Plant Laboratory*



Table 2: Weekly Outside Lab Analytical Sampling Plan

Parameter	Mon	Tues	Wed	Thurs	Fri
BOD (inf/eff)*	2C	-	2C	-	2C
TSS (inf/eff)*	2C	-	2C	-	2C
NO ₃ -N (eff)	2C	2C	2C	2C	2C
NO ₂ -N (eff)	2C	-	2C	-	2C
Alkalinity (eff)	2C	-	2C	-	2C
NH ₃ -N (inf/eff)	2C	2C	2C	2C	2C
Ortho-P (inf/eff)	2C	-	2C	-	2C

*Analyzed By Plant Laboratory

4.0 Pilot Setup Requirements & Responsibility

The following section briefly describes the equipment and work scope anticipated for the pilot study.

4.1 Site Access and Installation Requirements

The BIOSTYR two tower system including controls shed and external tanks will need an accessible, flat space of approximately 50 ft x 50 ft. Erection of the BIOSTYR towers will require the use of a crane. Location of other pieces of equipment shall require equipment (forklift, backhoe, etc.) provided by the client. System weights and dimensions shall be provided at a later date.

4.2 Influent Requirements

The BIOSTYR system shall require a maximum of approximately 10 GPM. Kruger will provide a submersible feed pump to deliver primary effluent to the filter towers.

4.3 Effluent Requirements

The BIOSTYR system shall produce an average of 5-10 GPM of effluent, with a maximum flow of approximately 60 GPM following a Backwash. The effluent will flow by gravity to the head of the plant or upstream of the primary clarifier.

4.4 Electrical Requirements

The electrical requirements for the BIOSTYR control panel are 480 volt, 60 Amp. The client shall provide electrical supply cable from BIOSTYR junction box to power supply. Electrical wires and conduit to motors and instruments shall be supplied by the client including a separate 120 V connection for the compressor.



4.5 Weather Protection Requirements

The pilot will require winterization for the cold months including at a minimum shrouding of the pilot towers, pipe insulation, and possible heat tracing(if necessary.) Winterizing the pilot shall be the Client's responsibility, but Kruger will provide guidance to the client in completing the effort.

4.6 Laboratory Requirements

Kruger is responsible for most water quality analysis. Kruger will require a space in the plant laboratory for set-up of a spectrophotometer, pipettes, etc. Approximately 5-6 ft of countertop space and room in a refrigerator for sample and test kit storage is typically sufficient. Kruger will provide the kits/reagents necessary for spectrophotometer based onsite analysis. BOD and TSS analyses will be performed by the plant laboratory as indicated by the sampling schedule.

4.7 Pilot Setup Summary

4.7.1 Equipment and Services Provided by Kruger

- BIOSTYR Pilot Units with equipment per Section 3.2.
- One (1) technician onsite for startup of the unit at the beginning of the testing period and for pilot operation Monday – Friday for the duration of the pilot testing.
- Detailed sampling protocol preparation and final approval.
- A summary of performance data upon completion of the pilot testing.

4.7.2 Equipment and Services Provided by Client

- Assistance (manpower) with unpacking, disassembling, and repacking the pilot unit.
- Crane for loading and unloading equipment.
- 3 phase, 480 Volt/60 Amp electrical service and an electrician to hard wire the power cable to the supply.
- A safe, clean and level surface to operate the pilot filter.
- Installation of all new equipment, shipped loose to the project site.
- All electrical wiring and conduit to connect new devices of each pilot unit to the control shed.
- Test stream to the pilot unit, a flow regulator (if necessary), routing of filtered effluent and backwash discharge lines.
- All sampling and costs for outside independent laboratory analysis.
- Raw water source and influent pipe from raw water source to demonstration unit. (One submersible pump is available from Kruger, but may require special equipment and/or assistance with placement.)
- Influent Pipe and pump cable
- Backwash discharge pipe and storage



- Effluent pipe and storage
- Complete responsibility for, and ownership of, all effluents and backwash disposal from the pilot unit.
- Utilities such as potable water and 480V electricity supply.
- Any necessary winter protection for the pilot unit

4.7.3 Protocol, Data, and Visitation

- Both the client and Kruger must agree upon pilot study protocol prior to the start of the pilot study.
- Kruger reserves the right to receive data collected by the client/engineer or Kruger, including pilot filter operating conditions and laboratory samples. All data shall be shared between the client/engineer and Kruger at the time that the data is collected or becomes available.
- Kruger reserves all rights for this data. The data must not be distributed without the written consent of Kruger.
- Kruger reserves the right to use any collected data in their marketing program.
- Kruger reserves the right to bring visitors to the pilot unit throughout the course of the pilot study.



Agreement for the BIOSTYR Biological Aerated Filter Pilot Testing

Customer: Binghamton-Johnson City Joint Sewage Treatment Authority

Location: Binghamton, NY

Date of Testing: TBD

Cost of Testing: \$6,500 per week. Estimated pilot study length is 6 months. (A work month is defined as 4 work weeks, and a work week is defined as five (5), eight (8) hour days, excluding weekends and holidays). The weekly cost includes a Kruger pilot engineer onsite to operate the pilot unit Monday - Friday and the number of weeks and cost may be reduced with plant staff availability and training.

Freight Cost: \$5,000

Total Cost: The total cost of a six month pilot study will be \$174,000. This total cost could be reduced based on the need for Kruger onsite field service during the pilot.

Payment Terms: Billing to be at the completion of pilot testing with payment due net thirty (30) days.

Tax Exemption: Customer's Tax Exemption Certificate for sales tax to be included when returning the signed agreement, when applicable.

Conditions: All of the conditions as stated in the Demo Test Agreement, Pilot Study Specifications and Proposal package (Attachment A) and the attached Standard Terms and Conditions (Attachment B) are acceptable to both parties.

Agreed Upon and Accepted By:

I. Kruger Inc.
4001 Weston Parkway
Cary, NC 27513

By: _____

By: _____

Date: _____

Date: _____

P.O. # _____

I. Kruger Inc. • 4001 Weston Parkway • Cary, North Carolina 27513
Phone (919) 677-8310 • Fax (919) 677-0082



ATTACHMENT B
TERMS AND CONDITIONS

1. **General.** (a) At all times during the term of this Agreement the Unit shall remain the personal property of KRUGER and shall not, by accession or otherwise, become a fixture or part of the real property at the Facility. At the conclusion of the Demonstration, the CUSTOMER shall permit KRUGER access to the Facility for the time period necessary for KRUGER to remove the Unit. (b) The CUSTOMER shall procure all licenses, permits and approvals necessary to the performance of any Demonstration and shall be responsible for complying with all laws and regulations of governmental authorities and agencies affecting any such Demonstration, including without limitation, rules and regulations concerning safety and environmental matters. Notwithstanding the provisions of paragraph 1 (b) herein, KRUGER shall be responsible for any violation of law, rule or regulation caused by the Unit or KRUGER employees.

2. **Confidentiality; Ownership of Results.** All results, information, data, procedures, formulas, compilations, methods, techniques and processes, whether in writing or otherwise, relating to the Unit or any Demonstration ("Information") shall be received and maintained in confidence by the CUSTOMER, and/or any of its consultants or engineers, and shall not (with the exception of a lawful order of a court of competent jurisdiction or as required to be disclosed by CUSTOMER to any governmental agency in connection with its efforts to obtain any permits, licenses or approvals) be disclosed, directly or indirectly, by any such recipient, except to those of their employees who need to receive such information to enable the CUSTOMER to evaluate the results of any Demonstration. The CUSTOMER shall not, nor shall it permit its consultants or engineers to use or permit the use of any of such Information for any purpose other than to evaluate the results of and Demonstration. All Information, including results, data, discoveries, inventions, and improvements, whether or not patentable or copyrightable, any and all expressions of computer programs, manuals, data bases and all forms of computer hardware, firmware and software, conceived, made, first reduced to practice, or developed by either party arising out of the conduct of any Demonstration shall be the sole and exclusive intellectual property of KRUGER with respect to any and all countries, their territories and possessions.

3. **Warranty.** NO WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES REGARDING PERFORMANCE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, HAVE BEEN GIVEN OR SHALL BE IMPLIED HEREIN REGARDING THE UNIT, THE INFORMATION, ANY DEMONSTRATION OR THE RESULTS OF ANY DEMONSTRATION.

4. **Indemnification.** KRUGER shall indemnify, defend and hold harmless CUSTOMER from and against any and all claims, demands, actions and causes of action, including without limitation, claims on account of personal injury, including death, or damage to or loss of tangible property of third parties to the extent caused by the negligent or other wrongful acts or omissions of KRUGER. CUSTOMER shall indemnify, defend and hold harmless KRUGER from and against any and all claims, demands, actions and causes of action, including without limitation, claims on account of personal injury, including death, or damage to or loss of tangible property of third parties to the extent caused by the negligent or other wrongful acts or omissions of CUSTOMER.

5. **Limitation of Liability.**

(a) Except for the obligation of Kruger and CUSTOMER to indemnify each other for any personal injury or third party property damage claims pursuant to paragraph 4, the aggregate liability of either party, including without limitation for or with respect to their affiliates and employees, arising out of or in connection with the Agreement, any Demonstration or the Unit, including without limitation liability based upon or arising from indemnification or contribution, breach of contract or warranty, strict liability, negligence or other tort, or any other legal or equitable theory, shall not exceed the greater of (i) the amount paid by the CUSTOMER to KRUGER for the Demonstration; or (ii) \$50,000.

(b) Notwithstanding anything to the contrary herein, in no event shall either party be liable to the other for consequential, incidental, indirect, special, exemplary or punitive damages of any kind, or for loss of profits, revenues or product, or loss of use of any property (whether by shutdown, operation at less than capacity or otherwise), regardless of whether any of the foregoing damages are based directly or indirectly upon indemnification or contribution, breach of contract, strict liability, negligence or other tort, or any other legal theory or equitable claim.

6. **General Provisions.** The Agreement, together with the Attachments thereto, represents the entire agreement between the parties with respect to the subject matter thereof, and supersedes all prior negotiations, purchase orders, representations or agreements, whether written or oral. The Agreement and these terms and conditions may not be amended except by mutual written agreement of KRUGER and the Customer. No course of performance or failure to strictly enforce any term shall be construed as a waiver thereof. Waiver of any term shall not constitute a waiver of any other term or a continuing waiver. The Agreement, including its Attachments, shall be binding on the parties' respective successors and assigns; provided that the CUSTOMER may not assign, delegate or permit any other transfer thereof without KRUGER'S prior written consent. The Agreement and its Attachments shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws provisions.





Legislative Branch

RL Number:

14-107

Date Submitted:

7/30/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Philip T. Krey, P.E. *PK*

Title/Department: City Engineer/Engineering

Contact Information: Phone: 772-7007 E-mail: ptkrey@cityofbinghamton.com

RL Information

Proposed Title: Supplemental Agreement #1 with Shumaker Engineers for ROW survey, mapping, and appraisals for 18 Temporary Easements on the Chenango River Trail Connection Project, PIN 9009.24.

Suggested Content: The Supplemental Agreement to perform right-of-way services is not to exceed \$133,800. The additional funding will be allocated from the approved project construction budget. Funding is available in budget line H5410.525053.92206, Waterfront.

Additional Information

Does this RL concern grant funding? Yes ☒ No ☐If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒Is additional information related to the RL attached? Yes ☒ No ☐Is RL related to previously adopted legislation? Yes ☐ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<i>[Signature]</i>
Comptroller:	<i>[Signature]</i>
Corporation Counsel:	<i>[Signature]</i>
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employers <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

Attachment A

Architectural/Engineering Consultant Agreement Project Description and Funding

PIN: 9009.24

Term of Agreement

Ends: December, 2015

BIN:

☐ Main Agreement ☐ Amendment to Agreement [add identifying #]

☒ Supplement to Agreement [Supplemental No. 1]

Phase of Project Consultant to work on:

☐ P.E./Design ☒ ROW Incidentals ☒ ROW Acquisition

☐ Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: May 30, 2014

Finish Date: December 31, 2015

PROJECT DESCRIPTION:

Provide Right-of-Way incidentals; and Right-of-Way acquisition for the Project.

Project Location:

City of Binghamton; Broome County; Chenango Street from Truesdell Street to Bevier Street

Consultant Work Type(s): See Attachment B for more detailed Task List.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT.

\$ 133,795.91

Section 10 - Estimating & Technical Assumptions

The following assumptions have been made for estimating purposes:

Section 1 Estimate 4 meetings during the life of this agreement.

Estimate 12 cost and progress reporting periods will occur during the life of this agreement.

Section 5 5.03 Estimate 18 ROW maps will be required.

Estimate 18 property acquisitions will be required.

Assume a ROW Plan will not be required.

5.011 Estimate 17 owner verifications.

5.0121 Estimate 17 temporary easement title searches.

5.0122 Estimate 17 last owner title searches.

5.0123 Estimate 0 twenty year title searches.

5.0124 Estimate 0 full abstracts.

5.0131 Estimate 17 last owner title certifications.

5.0132 Estimate 0 twenty year title certifications.

5.0133 Estimate 0 full abstract verifications.

5.02 Estimate 5 crew days consisting of a two person crew to conduct ROW survey.

5.03 Estimate 17 Temporary Easement maps and I fee acquisition map will be required.

5.04 ROW plan has not been included.

5.05 Estimate 1 alternative will be estimated.

5.06 No Public Hearings or Public Meetings have been included in this agreement.

5.071 Estimate 17 Preliminary Property Owner Interviews.

5.0721 Estimate 18 Limited Appraisal Reports with a Sales Brochure.

5.0722 Estimate 0 Full Take Appraisal Reports.

- 5.0723 Estimate 0 Before and After (land only) Appraisal Reports.
- 5.0724 Estimate 0 Before and After Appraisal Reports.
- 5.0725 Estimate 0 properties requiring two independent appraisal reports.
- 5.08 Estimate 1 appraisal review by NYSDOT personnel for all 18 appraisals.
- 5.09 Estimate 0 Meetings with the Municipality.
- 5.092 Estimate 18 offer packages.
- 5.093 Estimate 17 property owners offer deliveries and subsequent contracts.
- 5.095 Estimate 0 Revisions to Just Compensation.
- 5.096 Estimate 0 Administrative Settlements.
- 5.0971 Estimate 0 partial release(s) of mortgage.
 - Estimate 0 Lien subordination agreements.
 - Estimate 0 Lien satisfactions.
 - Estimate 0 miscellaneous title proration calculations.
- 5.0972 Estimate 0 property tax proration calculations.
- 5.0973 Estimate 18 closing packages.
- 5.098 Estimate 1 right of way certificate.



Legislative Branch

RL Number:	14-109
Date Submitted:	8/1/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Philip T. Krey, P.E. PK
Title/Department: City Engineer/Engineering Department
Contact Information: Phone: 772-7007 E-mail: ptkrey@cityofbinghamton.com

RL Information

Proposed Title: Increase Revenue Line A41289 by \$4,400
(Other Home) + Comm SVS (Vacant Property Rental Register)

Suggested Content: Revenue Line A41289 will be increased to reflect receipt of \$4,400 from consultants and outside agencies who will pay for AutoCad training sponsored by the City of Binghamton

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	_____
Comptroller:	_____
Corporation Counsel:	_____
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



Legislative Branch

RL Number:
H-110
Date Submitted:
8/1/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Philip T. Krey, P.E. PK
Title/Department: City Engineer/Engineering Department
Contact Information: Phone: 772-7007 E-mail: ptkrey@cityofbinghamton.com

RL Information

Proposed Title: Approval to Transfer \$4,400 from Revenue Line A41289 to Budget Line
A1440.5470 (Travel and Training.) (Other Home & Comm. Serv.) → VACANT Property Rental Registration

Suggested Content: The transfer of \$4,400 to Travel and Training will provide payment for the
AutoCad training from payments received from consultants and outside agencies.

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒
If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒
Is additional information related to the RL attached? Yes ☒ No ☐
Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY						
Mayor:	_____					
Comptroller:	_____					
Corporation Counsel:	_____					
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>	



SHORT FORM CONTRACT PROFESSIONAL SERVICES AGREEMENT

Client: City of Binghamton **Date:** April 30, 2014
Address: Engineering Department **Project Name:** Autodesk Storm and Sanitary
38 Hawley Street, 3rd Floor Analysis Training
Binghamton, NY 13901
Attention: Juan Linsky **WSSI Proposal:** CT P0111
Senior Engineer **Via E-mail:** ielinsky@cityofbinghamton.com
CC: Diana Davenport **Via E-mail:** dldavenport@cityofbinghamton.com

In response to your request for Autodesk Storm and Sanitary Analysis training services to be provided to the City of Binghamton, as discussed in our conversations, CivilTraining, LLC will provide professional services in accordance with the scope of work outlined below.

SCOPE AND FEE

Task A – Autodesk Storm and Sanitary Analysis Training – New York

This two-day, custom hands-on Autodesk Storm and Sanitary Analysis training on New York State's Municipal Separate Storm Sewer System (MS4), for up to ten students, will be conducted on site for the City of Binghamton. Class curriculum will follow the attached course description to meet the City of Binghamton's requirements for MS4 training, and the CivilTraining, LLC portable lab (Task A.1) will be utilized. Class dates are tentatively scheduled for December 9-10, 2014.

Note: Arrangements for the instructor's air travel will be made upon receipt of a signed proposal and when dates are finalized. If the Autodesk Storm and Sanitary Analysis training is cancelled or rescheduled by the City of Binghamton after a fully-executed proposal and air travel arrangements are in place, the City of Binghamton will be responsible for all air charges, including all change fees.

Cost breakdown for Task A is as follows:

2 Days	Customized Training at \$1,900.00/Day	\$3,800.00
	- Set Up and Break Down Included	
	Instructor's Travel Expenses	\$1,627.63**
	(Including Air Travel, Mileage, Tolls and Parking (if applicable), Hotel and Meals)	

****Note:** Amounts included for the air travel, car rental, and hotel are listed at today's prices. Depending upon the date that the proposal is signed and returned, pricing may change.

Task A.1 – Lab Rental for Autodesk Storm and Sanitary Analysis Training – New York

Two days of rental of the CivilTraining, LLC lab, including up to ten computers, for use with the hands-on training of Autodesk Storm and Sanitary Analysis students for the City of Binghamton. Lab rental is tentatively scheduled for December 9-10, 2014.

Cost breakdown for Task A.1 is as follows:

2 Days	Computer Lab Rental	\$ 900.00
	10 Computers at \$45.00 Per Day/Computer	

5300 Wellington Branch Drive • Suite 100 • Gainesville, VA 20155 • Phone 732.869.0592 • Fax 732.377.5454
john.cooke@civiltraining.com • www.civiltraining.com
A Division of Wetland Studies and Solutions, Inc.

Task A.2 – Courseware for Autodesk Storm and Sanitary Analysis Training – New York

Courseware to accompany the on-site City of Binghamton's Autodesk Storm and Sanitary Analysis training, for up to ten students, with tentatively scheduled dates of December 9-10, 2014.

Cost breakdown for Task A.2 is as follows:

10 Copies	Autodesk Storm and Sanitary Analysis Courseware	\$ 400.00
	\$40.00 Per Copy/Student	

If this information is incomplete or inaccurate, or if unexpected circumstances or requests develop, the Scope of Work may change. If the Client requests additional services or when a change in the Scope of Work or time schedule is necessary, a written amendment to the Agreement shall be executed by the Client and CivilTraining, LLC before proceeding. Any services beyond the scope of this agreement, or any additional copies of printed or distributable materials, must be addressed by a written amendment or separate agreement. **Note:** Training presentations and materials by CivilTraining, LLC are copyrighted and licensed for each exclusive engagement. Any recording, reuse or redistribution without prior written consent is prohibited.

If this Short Form Contract outlines your understanding of the scope of services, please sign below, and return a copy to our office. The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Client.

Thank you for the opportunity to present this proposal.

Sincerely,

CivilTraining, LLC

A division of Wetland Studies and Solutions, Inc.



John Cooke
Engineering & Survey Technology Director

CLIENT ACCEPTANCE:

Accepted by: _____
Please Print

Signature: _____

Date: _____

Enclosures: Attachment B
Autodesk Storm and Sanitary Analysis – Course Description

CIVILTRAINING, LLC ACCEPTANCE:

A division of Wetland Studies and Solutions, Inc.

Accepted by: _____
Please Print

Signature: _____

Date: _____



Legislative Branch

RL Number:
14-111
Date Submitted:
8/1/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Philip T. Krey, P.E. PK
Title/Department: City Engineer/Engineering Department
Contact Information: Phone: 772-7007 E-mail: ptkrey@cityofbinghamton.com

RL Information

Proposed Title: Budget Line Transfer - From Temporary Services to Professional Services

Suggested Content: Transfer \$3,000.00 from Budget Line A1440.51800 (Temporary Services) to Budget Line A1440.54410 (Professional Services) for funding the SWPPP review contract.

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒
If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐
Is additional information related to the RL attached? Yes ☒ No ☐
Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	_____
Comptroller:	_____
Corporation Counsel:	_____
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



Legislative Branch

RL Number:

W-112

Date Submitted:

8/1/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Philip T. Krey, P.E. PTK
Title/Department: City Engineer/Engineering Department
Contact Information: Phone: 772-7007 E-mail: ptkrey@cityofbinghamton.com

RL Information

Proposed Title: Agreement with CRA Infrastructure & Engineering, Inc. to perform an
Engineering Study at the Water Filtration Plant

Suggested Content: The Engineering Study will evaluate technologies to thicken and dewater the
sludge generated at the water filtration plant for disposal or alternative uses, significantly reducing the
fees currently paid to the Sewage Treatment Plant. The contract is in the amount of \$97,200. Funding is
available in budget line H8340.525136.40914 (Design Sludge Ext Sys/Plant Mod.)

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒
If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐
Is additional information related to the RL attached? Yes ☒ No ☐
Is RL related to previously adopted legislation? Yes ☐ No ☒
If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY

Mayor: _____

Comptroller: _____

Corporation Counsel: _____

Finance ☐ Planning ☐ MPA ☐ PSW/Parks ☒ Employees ☐ Rules/Special Studies ☐



**CONESTOGA-ROVERS
& ASSOCIATES**

State Tower Building, Suite 220, 109 South Warren Street
Syracuse, New York 13202

Telephone: (315) 233-4270 Fax: (315) 425-4050
www.CRAworld.com

July 18, 2014

Reference No. 631064

Phillip T. Krey, P.E.
City Engineer
City of Binghamton
Binghamton City Hall
38 Hawley Street
Binghamton, New York 13901

Dear Mr. Krey:

Re: Professional Services Fee Proposal
Design of Sludge Removal Facilities
City of Binghamton, New York Water Filtration Plant

Thank you for the opportunity to submit this Fee Proposal to provide engineering services related to the design of a sludge handling facility for the City of Binghamton water filtration plant. Conestoga-Rovers & Associates proposes to furnish the engineering service described in the Professional Services Proposal, dated June 6, 2014, for the estimated not-to-exceed fee of \$97,190; this fee is based on the sum of the individual work task fees outlined in the proposal listed below:

Individual Work Task Fees

<i>Task</i>	<i>Work Task</i>	<i>Fee</i>
1	Project Meetings	\$ 9,910
2	Data Collection	\$ 7,356
3	Process Examination, Screening and Evaluation Alternatives	
	A. Dewatering	\$19,220
	B. Equalization/Thickening	\$14,985
	C. Filter System	\$11,890
	D. Sedimentation Basin	\$11,540
	E. Rapid Mix/Flocculation	\$ 3,310
	F. Influent Channels	\$ 3,310
	Comprehensive Process Evaluation Summary	\$13,059
	G. Project Funding Opportunities	\$ 2,610
	Total Fee	\$97,190

Equal
Employment Opportunity
Employer



**CONESTOGA-ROVERS
& ASSOCIATES**

July 18, 2014

Reference No. 631064

- 2 -

Labor will be invoiced on an hourly basis in accordance with our standard hourly billing rates and direct expenses will be invoiced at cost plus five (5%) percent. Invoices shall be due within thirty (30) days from receipt.

Should this proposal meet with your approval, please sign the attached Standard Terms and Conditions and return a copy of this document to us for our files. We are prepared to begin work on this project immediately upon receipt of written authorization.

Thank you for the opportunity to submit this Fee Proposal. If you have any questions or require additional information, please contact me or Bob Lannon at (315) 233-4270.

Yours truly,

CRA INFRASTRUCTURE & ENGINEERING, INC.

Eric Haslam, P.E.
Project Manager

ETH/aab/631064-Krey-003

c.c.: Mr. Joseph Yannuzzi – Water Superintendent
Mr. Jeff Kruger, – Water Filtration Plant Supervisor
Mr. Robert Lannon, P.E. – CRA
Mr. Michael Marino, P.E. – CRA

STANDARD TERMS FOR PROFESSIONAL SERVICES

CRA INFRASTRUCTURE & ENGINEERING, INC. ("CRA") and CLIENT (as set out below) agree that any professional services performed by CRA for CLIENT, relating to the scope of work, will be on the following standard terms:

1. ~~Invoices for services rendered will be issued monthly payable on receipt. Amounts due will be increased at the rate of 1 1/2 percent per month after 30 days. CRA reserves the right, without penalty, to discontinue services in the event of non-payment of undisputed amounts.~~ ETH
2. CRA maintains statutory workers compensation insurance, and professional, pollution, general, auto, and employers liability insurance which CRA deems adequate. Certificates of insurance shall be provided on request.
3. CRA's services are solely for CLIENT's benefit and may not be relied upon by any third party without CRA's express written consent. Any use, change, or distribution of Work Product without the written consent of CRA shall be at CLIENT's risk and will not give rise to liability of CRA.
4. CRA shall perform its professional services in the manner consistent with the level of care and skill ordinarily exercised by other professional firms acting under similar circumstances and at similar times. CRA makes no other warranty, implied or expressed.
5. CRA shall indemnify and hold harmless CLIENT for its services to the extent CRA's neglect or willful misconduct causes liability for the CLIENT. Neither party shall be liable for any consequential loss, injury or damages suffered by the other party, including but not limited to loss of use, earnings, and business interruption.
6. To the maximum extent permitted by law, CRA's liability and that of its employees, agents, directors, officers, and subcontractors to CLIENT due to any negligent acts, errors or omissions, shall not exceed \$1,000,000, except as to damages resulting from the gross negligence or willful misconduct of CRA.
7. CLIENT acknowledges that the pre-existing presence, if any, of pollutants, and other potentially hazardous conditions at the project site were not caused by or are not the responsibility of CRA, and that this contractual arrangement does not transfer any legal responsibilities for such conditions to CRA.
8. CLIENT acknowledges that CRA's parent company and GHD Group Pty Ltd. ("GHD") completed a business combination transaction (the "Business Combination") on July 2, 2014. As a result of the Business Combination, CRA is now indirectly wholly-owned by GHD. CLIENT hereby agrees that this agreement may be assigned to another entity within the GHD group of companies that will be directly or indirectly wholly-owned by GHD (a "Related Entity"). Any such Related Entity shall assume all of CRA's liabilities, duties and obligations in, to, and under this Agreement. CLIENT hereby agrees that this assignment may be effected without any further notice or action on the part of CRA. Upon request, CLIENT agrees to execute and deliver any further documents as may be reasonably requested by CRA or its successor to evidence such consent and/or assignment.

These Terms and Conditions are hereby accepted this _____ day of _____, 201__.

CLIENT SIGNATURE:

Name of Company: City of Binghamton

Per: _____

Title: _____

I have authority to bind the Corporation



Legislative Branch

RL Number:

14-113

Date Submitted:

8/1/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Philip T. Krey, P.E. *PK*

Title/Department: City Engineer/Engineering Department

Contact Information: Phone: 772-7007 E-mail: ptkrey@cityofbinghamton.com

RL Information

Proposed Title: Agreement with Keystone Associates to perform Storm Water Pollution

Prevention Plan (SWPPP) Reviews.

Suggested Content: The agreement with Keystone Associates is a one-year term agreement not to exceed \$4,500 to perform reviews of SWPPP's submitted to the City for development and redevelopment projects. Funding is available in budge line A1440.54410, Professional Services.

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY

Mayor: *[Signature]*

Comptroller: *[Signature]*

Corporation Counsel: *[Signature]*

Finance ☐ Planning ☐ MPA ☐ PW/Parks ☒ Employees ☐ Rules/Special Studies ☐



2014 Architectural/Engineering/Surveying Fee Schedule Revised 01/20/2014

Hourly Rates:

Managing Member/Member	\$140.00/Hour
Sr. Architect/Sr. Engineer/ Sr. Planner/ Sr. Surveyor	\$120.00/Hour
Architect/Engineer/Surveyor	\$100.00/Hour
Sr. Environmental Scientist	\$100.00/Hour
Sr. Designer/Sr. Construction Manager	\$ 90.00/Hour
Designer	\$ 80.00/Hour

Environmental Scientist	\$ 75.00/Hour
Sr. Technician	\$ 70.00/Hour
Construction Administrator	\$ 65.00/Hour
Technician	\$ 60.00/Hour
Administration	\$ 40.00/Hour

Additional Rates:

1 Man Crew w/GPS or Robotic Expert Testimony & Related Investigations	\$ 85.00/Hour \$120.00/Hour
Two Man Survey Field Crew	\$120.00/Hour

NYS Prevailing Wage Rates/
2 Man Crew \$250.00/Hour
(All counties except as follows: Delaware, Orange,
Rockland, Sullivan, Ulster Counties \$320.00/Hour)

The above hourly rates include compensation for professional, technical and non-technical personnel time, equipment, materials, and overhead, which ordinarily would be incurred during the performance of our work. Services are normally billed monthly. A finance charge of 1.5% per month will be billed on all accounts not paid within 30 days of the invoice date. Rates will be revised on January 1 of every year.

The following reimbursable expenses are also included for your information:

Member designates ownership percentage of firm.

REIMBURSABLE EXPENSES:

Reproduction/Prints/Scans

In-House Prints.....24x36	\$2.50/Each
In-House Prints.....30x42	\$3.00/Each
In-House Mylar's24x36	\$10.00/Each
In-House Mylar's30x42	\$15.00/Each

Photocopies

In-House Service8-1/2x11	\$0.15/Each
In-House Service8-1/2x14	\$0.20/Each
In-House Service11x17	\$0.30/Each
Outside Services	Cost + 10%

Postage/Courier

Bulk Postage, Express Mail	
UPS, FedEx, DHL etc.	Cost + 10%

Miscellaneous

Consumable Supplies (Project Related)	Cost + 10%
--	------------

Outside Services	Cost + 10%
------------------	------------

Geotechnical Drilling Services	Cost + 15%
--------------------------------	------------

Travel

Mileage	\$0.60/Mile
Meals/Lodging	Cost + 10%
Vehicle Rental/Fuel	Cost + 10%

Chapter 292, NOISE

[HISTORY: Adopted by the City Council 3-7-2005 by Ord. No. 05-11 (§ 14-14 of the 1970 Code). Amended 3-17-2010 by Local Law 10-1. Amended ___-__-2014 by Local Law 14-__.]

GENERAL REFERENCES

Alarm systems -- See Ch. 167.

Amusements -- See Ch. 173.

Control of dogs -- See Ch. 178, Art. II.

Curfew -- See Ch. 211.

Public assembly -- See Ch. 318.

Vehicles and traffic -- See Ch. 400.

Zoning -- See Ch. 410.

§ 292-1. Title.

This chapter shall be known and may be cited as the "City of Binghamton Noise Ordinance."

§ 292-2. Declaration of policy.

It is hereby declared to be the public policy of the City to reduce the ambient noise level in the City, so as to preserve, protect and promote the public health, safety and welfare and the peace and quiet of the inhabitants of the City, prevent injury to human, plant and animal life and property, foster the convenience and comfort of its inhabitants and facilitate the enjoyment of the natural attractions of the City. It is the public policy of the City that every person is entitled to ambient noise levels that are not detrimental to life, health and enjoyment of his or her property. It is hereby declared that the making, creation or maintenance of excessive or unreasonable noises within the City affects and is a menace to public health, comfort, convenience, safety, welfare and the prosperity of the people of the City. The provisions and prohibitions hereinafter contained and enacted are for the above-mentioned purpose.

§ 292-3. Interpretation.

This chapter shall be liberally construed so as to effectuate the purposes described in this chapter. Nothing herein shall abridge the powers and responsibilities of any police department, law enforcement agency or code enforcement department to enforce the provisions of this chapter. Nothing herein shall be construed to abridge the emergency powers of any health department, code enforcement department or the right of such department to engage in any necessary or proper activities.

§ 292-4. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

AMBIENT NOISE – The all-encompassing noise associated with a given environment, being usually a composite of sounds from many sources.

AMPLIFICATION DEVICE – Any device intended to disseminate noise or increase noise levels, including but not limited to bullhorns, public-address systems, sound systems, speaker systems and stereos.

CONSTRUCTION/MAINTENANCE – Any activity necessary or incidental to the erection, demolition, assembling, altering, installing or equipping of buildings, public or private highways, roads, parks, utility lanes or other property, including but not limited to related activities such as land clearing, grading, earthmoving, excavating, blasting, filling, or landscaping, or the maintenance of any lawn, space or structure. Such activities may include the use or operation of power tools or equipment, including power domestic tools, lawn mowers and agricultural equipment.

EMERGENCY WORK – Any work or action necessary to deliver essential services or to abate life-threatening conditions.

MOTOR VEHICLE – Includes but is not limited to any personal or commercial automobile, truck, van or motorized equipment.

NOISE – Any sounds of such level and duration as to be or tend to be injurious to human health or welfare, or which would unreasonably interfere with the enjoyment of life or property throughout the City of Binghamton.

NOISE DISTURBANCE – Any sound which endangers or injures the safety or health of humans or animals, or annoys or disturbs others, or endangers or injures personal or real property.

PERSON – Any individual, association, partnership, corporation or other entity and includes any officer, employee, department or agency of the above.

PLAINLY AUDIBLE – Any sound that can be detected by a person using his or her unaided hearing faculties. As an example, if the sound source under investigation is a portable or personal vehicular amplification device, the detection of the rhythmic bass component of the music is sufficient to verify a plainly audible sound. The noise control officer need not determine the title, specific words or the artist performing the song.

PUBLIC PROPERTY – Any real property including any street, sidewalk, alley, park or structure that is owned, leased or controlled by the City of Binghamton.

REAL PROPERTY LINE – Either the imaginary line including its vertical extension that separates one parcel of real property from another, or the vertical and horizontal boundaries of a dwelling unit that is one in a multi-dwelling-unit building.

§ 292-5. Prohibited acts.

No person shall make, cause, allow or permit to be made any unreasonable noise within the geographical boundaries of the City or within those areas over which the City has jurisdiction, including the waters, rivers and riverbanks adjacent to, abutting or bordering the City. Any of the following acts or causes thereof which either annoy, disturb, injure or endanger the comfort, repose, health, peace or safety of others are declared to be in violation of this chapter and to constitute unreasonable noise:

- A. Amplification Devices. No person shall use or operate any amplification device at a noise level which is plainly audible from a distance of one-hundred fifty (150) feet from the noise source between the hours of 8:00am to 10:00pm or from a distance of fifty (50) feet from the noise source at all other times.
- B. Business Advertisement. Shouting, yelling, calling or the use or operation of any amplification device for commercial or business advertising or for the purpose of attracting attention to a commercial operation is strictly prohibited.
- C. Animals. The owner of any animal shall not permit such animal to cause noise disturbances for more than fifteen (15) minutes at a noise level which is plainly audible beyond the owner's real property line.
- D. Shouting. Shouting, yelling or calling at any time or place so as to annoy or disturb the quiet, comfort and repose of others is strictly prohibited.
- E. Public Facilities. No person shall cause noise disturbances, whether by amplification device or otherwise, at a noise level which would disrupt the normal activities conducted at any school, court, house of worship, public library, hospital or nursing home, or at a noise level which disturbs or annoys persons making use of such facilities.
- F. Loading/Unloading. No person shall engage, cause or permit the loading, unloading, opening, closing or other handling of boxes, crates, containers, building materials or similar objects between the hours of 8:00pm to 6:00am.
- G. Construction/Maintenance. No person shall conduct any construction/maintenance activities or operate or permit to be operated any tools or equipment for such purpose between the hours of 8:00am to 9:00pm.
- H. Motor Vehicles. The specific prohibited acts concerning the operation of motor vehicles are outlined below:
 1. No person shall cause or permit the operation of any motor vehicle without a properly functioning muffler.
 2. No person shall cause or permit to be caused the sounding of any horn or other auditory signaling device on or in any motor vehicle except to serve as a warning of danger.
 3. Motor vehicle sound levels and equipment shall be in compliance with provisions of any state law, including but not limited to §§ 386 and 375 of the New York State Vehicle and Traffic Law.
 4. No person shall operate a vehicle in such a manner as to cause unreasonable noise by spinning or squealing the tires of such vehicle.
 5. No person shall allow noise from an automobile alarm in excess of five minutes after it has been activated.
 6. Taxicabs shall not use their horns to alert passengers at the address of fare location more than once and must be stopped in front of that address before doing so.

Comment [abh1]: Amended proposed legislation to use this phrase, instead of saying "between 10:01pm and 7:59am".

- I. Entertainment, Events or Activities. No entertainment, event or activity shall cause any noise disturbance which is plainly audible from a distance of one-hundred fifty (150) feet from the noise source between the hours of 8:00am to 10:00pm or from a distance of fifty (50) feet from the noise source at all other times.
- J. Miscellaneous Noise. Any excessive or unusually loud noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others is strictly prohibited.

§ 292-6. Exceptions.

The provisions of this chapter shall not apply to the following devices or activities or noise emanating from or caused by such devices or activities:

- A. Auditory warning devices used by public safety officials to indicate an emergency or warning.
- B. Church bells or chimes.
- C. Snow blowers, snow throwers and snow plows when operated with a muffler for the purpose of snow removal.
- D. Exterior burglar alarm of any building or motor vehicle, provided that such burglar alarm shall terminate its operation within five (5) minutes after it has been activated.
- E. Construction/maintenance, when emergency work is required.
- F. Entertainment, events, activities or construction/maintenance when such occurrences are duly authorized or permitted by the City of Binghamton, or when held within the confines of stadiums, arenas or fields designed specifically and primarily for sporting events and which are open to the public.
- G. Activities for which a Noise Variance has been granted, pursuant to § 292-9. Individuals receiving a noise variance must comply with the regulations in §292-5. I.

Comment [abh2]: As Council determined that a Noise Variance would allow the noise to exceed limits on either duration or volume, this sentence should be struck.

§ 292-7. Enforcement and administration.

- A. The noise control requirements established by this chapter shall be administered and enforced severally, separately and jointly by the City of Binghamton Police Department, Office of Building Construction, Zoning and Code Enforcement and such other employees or officials authorized by the Mayor, and such employees shall be designated as noise control officers. Violation of any provision of this chapter shall be cause for an appearance ticket to be issued. This chapter is complaint driven and as such requires that a violation hereunder be complained of to either the Police Department or the Office of Building Construction, Zoning and Code Enforcement before enforcement hereunder may occur. The complainant must have some legally recognized interest in the aggrieved property, i.e., including but not limited to ownership or tenancy.
- B. In accordance with § 292-5, certain noise disturbances may be classified as prohibited acts. When the source of the noise is located upon private property, noise control officers shall begin measurement at the real property line. When the source of the noise is located upon public property, noise control officers shall begin measurement at the source of the noise itself.

§ 292-8. Penalties for offenses.

Any person who violates any provision of this chapter shall be deemed guilty of an offense and, upon conviction thereof, shall be subject to penalties in the following manner:

- A. Upon a first conviction: by a fine not less than \$50 and not more than \$250.
- B. Upon a second conviction: by a fine not less than \$100 and not more than \$1,000.
- C. Upon a third or subsequent conviction: by a fine not less than \$250 and not more than \$3,000.

If the violation is of a continuing nature, each eight (8) hour period during which it occurs shall constitute an additional, separate and distinct offense. In accordance with § 315-3 of the Code, noise violations may also be assigned a point value to be applied against the building or location of the noise source.

§ 292-9. Noise Permits.

- A. The City Clerk shall have the authority to grant Noise Permits for the use of amplification devices as outlined in § 292-5.A or entertainments, events or activities as outlined in § 292-5.I, when such noise-producing activities will exceed the established time limits. A Noise Permit shall grant the holder the ability to continue noise-producing activities until 11:00pm, but shall not grant the holder the ability to exceed the noise volume limits established in § 292-5. Noise Permits may only be issued when the duration of the activity does not exceed three (3) consecutive or non-consecutive days in length within any calendar year.
- B. The City Clerk may refer any Noise Permit application to City Council for final determination.
- C. In order to obtain a Noise Permit, the applicant shall provide a completed application to the City Clerk which will include the following, along with such other information as the City shall find necessary and proper:
 - 1. Applicant name, mailing address, telephone number and email address. Noise permit applicants must be available by telephone during the duration of the requested activity.
 - 2. Name of sponsoring organization, if any, along with the name, mailing address, telephone number and email address of a contact person within the sponsoring organization.
 - 3. A description of the requested noise-producing activity.
 - 4. The date(s)/time(s) of the requested noise-producing activity.
 - 5. The address at which the noise-producing activity will occur. If the applicant is not the property owner, the application must provide the written consent of the property owner.
 - 6. The Noise Permit fee, as set from time to time by City Council.
- D. Noise Permit applications must be submitted at least thirty-five (35) calendar days prior to the date of the noise-producing activity, not including the date of submission. Applications submitted less than thirty-five (35) calendar days but not less than thirty (30) calendar days prior to the date of the noise-producing activity shall be subject to late fees as shall be set from time to time by City Council. In the case of late submissions, late fees shall be applied to each day which is less than thirty-five (35) calendar days prior to the date of the noise-producing activity. Applications received less than thirty (30) calendar days prior to the date of the noise-producing activity shall be rejected.
- E. The City Clerk shall not issue a Noise Permit if a Noise Permit was issued for the same location, for a similar noise-producing activity, or to the same applicant within the four (4) weeks prior to the application under consideration.
- F. If the City Clerk denies a Noise Permit, the applicant may apply for a Noise Variance from City Council.

§ 292-10. Noise Variances.

- A. City Council shall have the authority to grant Noise Variances if the noise activities are anticipated to exceed the volume limits established in § 292-5, the time limits allowed through receipt of a Noise Permit as outlined in § 292-9.A, or if the duration of the activity exceeds three (3) consecutive or non-consecutive days in length in any calendar year.
- B. In order to obtain a Noise Variance, the applicant shall provide a completed application to the City Clerk which will include the following, along with such other information as the City shall find necessary and proper:
 - 1. Applicant name, mailing address, telephone number and email address.
 - 2. Name of sponsoring organization, if any, along with the name, mailing address, telephone number and email address of a contact person within the sponsoring organization.
 - 3. The name and telephone number of at least one (1) emergency contact. The emergency contact must be available by telephone during the duration of the requested activity.

4. A description of the requested noise-producing activity, stating whether the applicant is requesting a waiver of the time limits and/or the distance from which noise is plainly audible, as set forth in § 292-5.
 5. The date(s)/time(s) of the requested noise-producing activity.
 6. The address at which the noise-producing activity will occur.
 - i. If the applicant is not the property owner, the application must provide the written consent of the property owner.
 - ii. If the address is within or abuts a residential district, the City Clerk must, upon request, provide the applicant with a list outlining the names and addresses of all property owners within a five hundred (500) foot radius of the address. The applicant must send certified letters, return receipt requested, to all listed property owners (excluding duplicate entries and properties owned by the City of Binghamton, Broome County, or New York State), and submit the return receipts to the City Clerk. Such certified letters shall outline the date(s)/time(s) of the proposed noise-producing activity, list the applicant's contact information, and notify the recipient of the required public hearing outlined in § 292-10.C.
 7. The Noise Variance fee, as set from time to time by City Council.
- C. The initial application for a Noise Variance shall require a public hearing prior to the adoption of any legislation granting such Noise Variance. For noise-producing activities scheduled to occur on an annual basis, the Council of the City of Binghamton may choose to waive the required public hearing and certified mailing requirement outlined in § 292-10.B(6)(ii) for years following the year of initial application.
- D. Noise Variance applications must be submitted at least thirty-five (35) calendar days prior to the date of the noise-producing activity, not including the date of submission. Applications submitted less than thirty-five (35) calendar days but not less than thirty (30) calendar days prior to the date of the noise-producing activity shall be subject to late fees as shall be set from time to time by City Council. In the case of late submissions, late fees shall be applied to each day which is less than thirty-five (35) calendar days prior to the date of the noise-producing activity. Applications received less than thirty (30) calendar days prior to the date of the noise-producing activity shall be rejected.



PHONE: 212-820-9300
FAX: 212-514-8425

ONE CHASE MANHATTAN PLAZA
NEW YORK, NY 10005
WWW.HAWKINS.COM

NEW YORK
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NEWARK
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LOS ANGELES
SACRAMENTO
SAN FRANCISCO
PORTLAND

(212) 820-9620

July 31, 2014

City of Binghamton, New York
\$19,000,000 Refunding Bond Ordinance
(Our File Designation: 5040/38754)

Chuck Shager
Comptroller
City of Binghamton
City Hall
38 Hawley Street
Binghamton, New York 13901-3766

Dear Chuck:

We have prepared and now send to you the draft Extract of Minutes setting forth the above-referenced Refunding Bond Ordinance for consideration by the City Council at its meeting scheduled for _____, 2014. The bond ordinance requires at least a two-thirds vote of the full Council for adoption, without taking into consideration any temporary absences or vacancies.

We are also sending along a summary form of the Refunding Bond Ordinance with the prescribed form of Clerk's statutory notice affixed in readiness for publication in the official newspaper of the City. As you know, publication of the Refunding Bond Ordinance, in summary, together with such statutory form of notice, commences a 20-day statute of limitations pursuant to the provisions of Section 80.00 *et seq.* of the Local Finance Law.

Please obtain and forward to me a certified copy of the Extract of Minutes and original Affidavit of Publication, when available.

With best regards, I remain

Very truly yours,

William J. Jackson

WJJ/ml
Enclosures

EXTRACT OF MINUTES

Meeting of the City Council of the City of Binghamton,

in the County of Broome, New York

_____, 2014

* * *

A regular meeting of the City Council of the City of Binghamton, in the County of Broome, New York, was held at the City Hall, 655 Main Street, Binghamton, New York, on _____, 2014.

There were present:

Councilpersons:

There were absent:

Also present:

Angela Holmes, City Clerk

* * *

_____ offered the following ordinance and moved its adoption:

REFUNDING BOND ORDINANCE OF THE CITY OF
BINGHAMTON, NEW YORK, ADOPTED _____,
2014, AUTHORIZING THE REFUNDING OF ALL OR A
PORTION OF CERTAIN OUTSTANDING BONDS OF SAID
CITY, STATING THE PLAN OF REFUNDING,
APPROPRIATING AN AMOUNT NOT TO EXCEED
\$19,000,000 FOR SUCH PURPOSE, AUTHORIZING THE
ISSUANCE OF NOT TO EXCEED \$19,000,000 REFUNDING
BONDS TO FINANCE SAID APPROPRIATION, AND MAKING
CERTAIN OTHER DETERMINATIONS RELATIVE THERETO

Recitals

WHEREAS, the City of Binghamton, in the County of Broome, New York (herein called the “City”), has heretofore issued on February 1, 2007, its \$23,532,157 Public Improvement Serial Bonds-2007 (the “2007 Bonds”), which are currently outstanding in the principal amount of \$18,680,000 (the “Outstanding Bonds”), and which were originally issued pursuant to various bond ordinances duly adopted by the City Council to finance the objects or purposes set forth in **Exhibit A**;

WHEREAS, the Outstanding Bonds mature on February 1 in each of the years and in the principal amounts and bear interest payable semiannually on February 1 and August 1 in each year to maturity, as follows:

<u>Year of</u> <u>Maturity</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Year of</u> <u>Maturity</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2015	\$ 905,000	4.25%	2023	\$1,280,000	4.25%
2016	945,000	4.25	2024	1,340,000	4.25
2017	985,000	4.25	2025	1,395,000	4.25
2018	1,030,000	4.25	2026	1,460,000	4.25
2019	1,075,000	4.25	2027	1,525,000	4.30
2020	1,125,000	4.25	2028	1,590,000	4.375
2021	1,175,000	4.25	2029	1,625,000	4.375
2022	1,225,000	4.25			

WHEREAS, the 2007 Bonds maturing on or before February 1, 2016 shall not be subject to redemption prior to maturity. The 2007 Bonds maturing on or after February 1, 2017 will be subject to redemption prior to maturity, at the option of the City, on February 1, 2016 and thereafter on any date, in whole or in part and if in part, in any order of their maturity and in any amount within a maturity (selected by lot with a maturity), at par (100%) plus accrued interest to the date of redemption;

WHEREAS, Section 90.10 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the “Law”), permits the City to refund all or a portion of the Outstanding Bonds by the issuance of new bonds, the issuance of which will result in present value debt service savings for the City, and the City Council of City has determined that it may be advantageous to refund all or a portion of the Outstanding Bonds; and

WHEREAS, in order effectuate the refunding, it is now necessary to adopt a refunding bond ordinance;

NOW THEREFORE, it is hereby

RESOLVED BY THE CITY COUNCIL OF THE CITY OF BINGHAMTON, NEW YORK (by the favorable vote of at least two-thirds of all the members of said City Council), AS FOLLOWS:

Section 1. In this ordinance, the following definitions apply, unless a different meaning clearly appears from the context:

- (a) “Bond To Be Refunded” or “Bonds To Be Refunded” means all or a portion of the Outstanding Bonds, as shall be determined in accordance with Section 8 hereof.
- (b) “Escrow Contract” means the contract to be entered into by and between the City and the Escrow Holder pursuant to Section 10 hereof.
- (c) “Escrow Holder” means the bank or trust company designated as such pursuant to Section 10 hereof.
- (d) “Outstanding Bonds” shall mean the outstanding unredeemed maturities of the \$23,532,157 Public Improvement Serial Bonds-2007 of the City.
- (e) “Present Value Savings” means the dollar savings which result from the issuance of the Refunding Bonds computed by discounting the principal and interest payments on both the Refunding Bonds and the Bonds To Be Refunded from the respective maturities thereof to the date of issue of the Refunding Bonds at a rate equal to the effective interest cost of the Refunding Bonds. The effective interest cost of the Refunding Bonds shall be that rate which is arrived at by doubling the semi-annual interest rate (compounded semi-annually) necessary to discount the debt service payments on the Refunding Bonds from the maturity dates thereof to the date of issue of the Refunding Bonds and to the agreed upon price including estimated accrued interest.
- (f) “Redemption Date” means February 1, 2016 and thereafter on any date with respect to the 2007 Bonds maturing on or after February 1, 2017.
- (g) “Refunding Bond” or “Refunding Bonds” means all or a portion of the \$19,000,000 Refunding Serial Bonds-2014 of the City of Binghamton, authorized to be issued pursuant to Section 2 hereof.
- (h) “Refunding Bond Amount Limitation” means an amount of Refunding Bonds which does not exceed the principal amount of Bonds To Be Refunded plus the aggregate amount of unmatured interest payable on such Bonds To Be Refunded, to and including the applicable Redemption Date, plus redemption premiums payable on such Bonds To Be Refunded as of such Redemption Date, as hereinabove referred to in the Recitals hereof, plus costs and expenses incidental to the issuance of the Refunding Bonds including the development of the refunding financial plan, and of executing and performing the terms and conditions of the Escrow Contract and all fees and charges of the Escrow Holder as referred to in Section 10 hereof.

Section 2. The City Council of the City (herein called the “City Council”), hereby authorizes the refunding of the Bonds To Be Refunded, and appropriates an amount not to exceed \$19,000,000 to accomplish such refunding. The plan of financing said appropriation includes the issuance of not to exceed \$19,000,000 Refunding Bonds and the levy and collection of a tax upon all the taxable real property within the City to pay the principal of and interest on said Refunding Bonds as the same shall become due and payable. Bonds of the City in the maximum principal amount of \$19,000,000 and designated “Refunding Serial Bonds-2014” (or a substantially similar designation), are hereby authorized to be issued pursuant to the provisions of the Law. The proposed financial plan in the form attached hereto as **Exhibit B** (the “refunding financial plan”) prepared for the City by Roosevelt & Cross, Incorporated, New York, New York, and hereby accepted and approved, includes the deposit of all the proceeds of said Refunding Bonds with an Escrow Holder pursuant to an Escrow Contract as authorized in Section 10 hereof, the payment of all costs incurred by the City in connection with said refunding from such proceeds and the investment of a portion of such proceeds by the Escrow Holder in certain obligations. The principal of and interest on such investments, together with the balance of such proceeds to be held uninvested, if any, shall be sufficient to pay (i) the principal of and interest on the Bonds To Be Refunded becoming due and payable on and prior to each applicable Redemption Date and (ii) the principal of and premium on the Bonds To Be Refunded which are to be called for redemption prior to maturity on any such Redemption Date.

Section 3. The Bonds To Be Refunded referred to in Section 1 hereof are all or a portion of the Outstanding Bonds issued pursuant to various bond ordinances duly adopted on their respective dates, authorizing the issuance of bonds of the City for various purposes. In accordance with the refunding financial plan, the Refunding Bonds authorized in the aggregate

principal amount of not to exceed \$19,000,000 shall mature in amounts and at dates to be determined. The Comptroller, the chief fiscal officer of the City, is hereby authorized to approve all details of the refunding financial plan not contained herein.

Section 4. The issuance of the Refunding Bonds will not exceed the Refunding Bond Amount Limitation. The Refunding Bonds shall mature not later than the maximum period of probable usefulness ("PPU") permitted by law at the time of original issuance of the Bonds to be Refunded, as set forth in **Exhibit A**, annexed hereto and hereby made a part hereof, for the objects or purposes financed with the proceeds of the Bonds to be Refunded, commencing at the date of issuance of the first bond or bond anticipation note issued in anticipation of the sale of such bonds.

Section 5. The aggregate amount of estimated Present Value Savings is set forth in the proposed refunding financial plan attached hereto as **Exhibit B**, computed in accordance with subdivision two of paragraph b of Section 90.10 of the Law. Said refunding financial plan has been prepared based upon the assumption that the Refunding Bonds will be issued in the aggregate principal amount, and will mature, be of such terms and bear such interest as set forth therein. The City Council recognizes that the principal amount of the Refunding Bonds, the maturities, terms and interest rates, the provisions, if any, for the redemption thereof prior to maturity, and whether or not any or all of the Refunding Bonds will be insured, and the resulting present value savings, may vary from such assumptions and that the refunding financial plan may vary from that attached hereto as **Exhibit B**.

Section 6. (a) The Refunding Bonds may be sold at public or private sale.

(i) If the Refunding Bonds are sold at private sale, the Comptroller, as the chief fiscal officer of the City, is hereby authorized to execute a purchase contract on behalf of the

City for the sale of said Refunding Bonds, provided that the terms and conditions of such sale shall be approved by the State Comptroller.

(ii) If the Refunding Bonds are sold at public sale pursuant to Section 57.00 of the Law, the Comptroller is hereby authorized and directed to prepare or have prepared a Notice of Sale, which shall be published in full or in summary at least once in (a) "THE BOND BUYER", published in the City of New York and/or (b) the official newspaper(s) of the City having general circulation within said City, not less than five (5) nor more than thirty (30) days prior to the date of said sale. A copy of such notice shall be sent not less than eight (8) nor more than thirty (30) days prior to the date of said sale to (1) the State Comptroller, Albany, New York 12236; (2) at least two banks or trust companies having a place of business in the county in which the City is located, or, if only one bank is located in such County, then to such bank and to at least two banks or trust companies having a place of business in an adjoining county; (3) "THE BOND BUYER", 1 State Street Plaza, New York, New York 10004; and (4) at least 10 bond dealers.

(b) Prior to the issuance of the Refunding Bonds, the Comptroller shall file with the City Council all requisite certifications, including a certificate approved by the State Comptroller setting forth the Present Value Savings to the City resulting from the issuance of the Refunding Bonds. In connection with the sale of the Refunding Bonds, the City authorizes the preparation of an Official Statement and approves its use in connection with such sale, and further consents to the distribution of a Preliminary Official Statement prior to the date said Official Statement is distributed. The Comptroller and/or his designee is hereby further authorized and directed to take any and all actions necessary to accomplish said refunding, and to execute any contracts and agreements for the purchase of and payment for services rendered or

to be rendered to the City in connection with said refunding, including the preparation of the refunding financial plan referred to in Section 2 hereof.

Section 7. Each of the Refunding Bonds authorized by this ordinance shall contain the recital of validity prescribed by Section 52.00 of the Law and said Refunding Bonds shall be general obligations of the City, payable as to both principal and interest by a general tax upon all the taxable real property within the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said Refunding Bonds and provision shall be made annually in the budget of the City for (a) the amortization and redemption of the Refunding Bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this ordinance and of the Law, and pursuant to the provisions of Section 21.00 of the Law with respect to the issuance of bonds having substantially level or declining annual debt service, and Sections 50.00, 56.00 to 60.00, 90.10 and 168.00 of the Law, the powers and duties of the City Council relative to determining the amount of Bonds To Be Refunded, prescribing the terms, form and contents and as to the sale and issuance of the Refunding Bonds, and executing any arbitrage certification relative thereto, and as to executing the Escrow Contract described in Section 10, the Official Statement referred to in Section 6 and any contracts for credit enhancements in connection with the issuance of the Refunding Bonds and any other certificates and agreements, and as to making elections to call in and redeem all or a portion of the Bonds to be Refunded, are hereby delegated to the Comptroller, the chief fiscal officer of the City.

Section 9. The validity of the Refunding Bonds authorized by this ordinance may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such ordinance, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 10. Prior to the issuance of the Refunding Bonds, the City shall contract with a bank or trust company located and authorized to do business in New York State, for the purpose of having such bank or trust company act as the Escrow Holder of the proceeds, inclusive of any premium from the sale of the Refunding Bonds, together with all income derived from the investment of such proceeds. Such Escrow Contract shall contain such terms and conditions as shall be necessary in order to accomplish the refunding financial plan, including provisions authorizing the Escrow Holder, without further authorization or direction from the City, except as otherwise provided therein, (a) to make all required payments of principal, interest and redemption premiums to the appropriate paying agent with respect to the Bonds To Be Refunded, (b) to pay costs and expenses incidental to the issuance of the Refunding Bonds, including the development of the refunding financial plan, and costs and expenses relating to the execution and performance of the terms and conditions of the Escrow Contract and all of its fees and charges as the Escrow Holder, (c) at the appropriate time or times to cause to be given on behalf of the City the notice of redemption authorized to be given pursuant to Section 13 hereof, and (d) to invest the monies held by it consistent with the provisions of the

refunding financial plan. The Escrow Contract shall be irrevocable and shall constitute a covenant with the holders of the Refunding Bonds.

Section 11. The proceeds, inclusive of any premium, from the sale of the Refunding Bonds, immediately upon receipt shall be placed in escrow by the City with the Escrow Holder in accordance with the Escrow Contract. All moneys held by the Escrow Holder, if invested, shall be invested only in direct obligations of the United States of America or in obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which obligations shall mature or be subject to redemption at the option of the holder thereof not later than the respective dates when such moneys will be required to make payments in accordance with the refunding financial plan. Any such moneys remaining in the custody of the Escrow Holder after the full execution of the Escrow Contract shall be returned to the City and shall be applied by the City only to the payment of the principal of or interest on the Refunding Bonds then outstanding.

Section 12. That portion of such proceeds from the sale of the Refunding Bonds, together with interest earned thereon, which shall be required for the payment of the principal of and interest on the Bonds To Be Refunded, including any redemption premiums, in accordance with the refunding financial plan, shall be irrevocably committed and pledged to such purpose and the holders of the Bonds To Be Refunded shall have a lien upon such moneys and the investments thereof held by the Escrow Holder. All interest earned from the investment of such moneys which is not required for such payment of principal of and interest on the Bonds To Be Refunded shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunding Bonds, or such portion or series thereof as shall be required by the refunding financial plan, and the holders of such Refunding Bonds shall have a lien upon such

moneys held by the Escrow Holder. The pledges and liens provided for herein shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder shall immediately be subject thereto without any further act. Such pledges and liens shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the City irrespective of whether such parties have notice thereof. Neither this ordinance, the Escrow Contract, nor any other instrument relating to such pledges and liens, need be filed or recorded.

Section 13. In accordance with the provisions of Section 53.00 and of paragraph h of Section 90.10 of the Law, the City Council hereby elects to call in and redeem all or a portion of the Bonds To Be Refunded which are subject to prior redemption according to their terms on the Redemption Date, as shall be determined by the Comptroller in accordance with Section 8 hereof. The sum to be paid therefor on the applicable Redemption Date shall be the par value thereof, the accrued interest to such Redemption Date and the redemption premiums, if any. The Escrow Holder is hereby authorized and directed to cause a notice of such call for redemption to be given in the name of the City by mailing such notice at least thirty days prior to such Redemption Date, and in accordance with the terms appearing in the Bonds to be Refunded, to the registered holders of the Bonds To Be Refunded which are to be called in and redeemed. Upon the issuance of the Refunding Bonds, the election to call in and redeem the Bonds To Be Refunded which are to be called in and redeemed in accordance herewith and the direction to the Escrow Holder to cause notice thereof to be given as provided in this Section shall become irrevocable and the provisions of this Section shall constitute a covenant with the holders, from time to time, of the Refunding Bonds, provided that this Section may be amended from time to

time as may be necessary to comply with the publication requirements of paragraph a of Section 53.00 of the Law, as the same may be amended from time to time.

Section 14. This bond ordinance shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing ordinance, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the “Binghamton Press,” a newspaper having general circulation in the City and hereby designated the official newspaper of said City for such publication.

Section 15. The City has received several proposals for the refunding of the Outstanding Bonds and based upon the advice received from the City's Financial Advisor, Fiscal Advisors & Marketing, Inc., it is hereby determined that the proposal of Roosevelt & Cross, Incorporated, New York, New York, is hereby accepted and such firm is appointed to serve as underwriter.

The adoption of the foregoing ordinance was seconded by _____
and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The ordinance was declared adopted.

Approved by the Mayor on _____, 2014.

EXHIBIT A

2007 Bonds

<u>Purpose</u>	<u>PPU</u>	<u>Amount</u>
2003 Street Reconstruction	15	908,923
Construct Public Works Facility	30	6,362,461
Replace Sewer Lines	40	681,690
Replace Water Lines	40	681,690
Construct Improvement to City Hall	15	454,460
Construct Flood Control Improvements	30	181,784
Construct Improvements Sewer Pump Station	40	454,460
Construct Improvements Parking Ramps	10	1,817,843
Construct Park Improvements	15	272,676
Acquisition of Fire Truck	20	172,696
New Parking Ramps Lighting System	15	636,244
Improvements to Water Treatment Plant	40	227,230
2004 Street Reconstruction	15	1,980,000
Parking Ramps	10	335,000
Parks Improvements	15	640,000
City Hall Improvements	15	455,000
Replace Water Lines	40	980,000
Replace Sewer Lines	40	980,000
Street Sanitation Equipment	15	665,000
Parks Equipment	15	165,000
Rescue Pumper	20	320,000
Improvements to Ely Park Cart Paths	15	125,000
Street Reconstruction	15	955,000
Parking Ramp Improvements	10	460,000
Pump Stations	40	695,000
Water Lines	40	745,000
Ross Park Water	40	95,000
Ross Park Sewer	40	95,000
Sewer Lines	40	990,000
Total		<u>\$23,532,157</u>

EXHIBIT B
PROPOSED REFUNDING FINANCIAL PLAN

CERTIFICATE

I, ANGELA HOLMES, City Clerk of the City of Binghamton, in the County of Broome, New York, HEREBY CERTIFY that the foregoing annexed extract of the minutes of a meeting of the City Council of said City of Binghamton duly called and held on _____, 2014, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Binghamton this ____ day of August, 2014.

City Clerk

(SEAL)

(NOTICE AND SUMMARY FOR PUBLICATION)

LEGAL NOTICE

The ordinance, a summary of which is published herewith, has been adopted on _____, 2014. Such ordinance was approved in writing by the Mayor of the City on _____, 2014 and by the Board of Estimate and Apportionment of the City on _____, 2014.

The validity of the obligations authorized by such ordinance may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of Binghamton, in the County of Broome, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

BY ORDER OF THE CITY COUNCIL
OF THE CITY OF BINGHAMTON

DATED: _____, 2014
Binghamton, New York

Angela Holmes
City Clerk

REFUNDING BOND ORDINANCE OF THE CITY OF
BINGHAMTON, NEW YORK, ADOPTED _____, 2014,
AUTHORIZING THE REFUNDING OF ALL OR A PORTION OF
CERTAIN OUTSTANDING BONDS OF SAID CITY, STATING THE
PLAN OF REFUNDING, APPROPRIATING AN AMOUNT NOT TO
EXCEED \$19,000,000 FOR SUCH PURPOSE, AUTHORIZING THE
ISSUANCE OF NOT TO EXCEED \$19,000,000 REFUNDING BONDS
TO FINANCE SAID APPROPRIATION, AND MAKING CERTAIN
OTHER DETERMINATIONS RELATIVE THERETO

The object or purpose is to refund of all or a portion of certain outstanding serial bonds of the City issued in 2007 for various purposes.

The periods of probable usefulness for which the 2007 bonds were issued consist of various periods ranging from 10 years to 40 years, commencing on the date of original issuance of the first bonds or bond anticipation notes issued for the respective purposes for which the outstanding bonds were issued.

The amount of obligations to be issued is not to exceed \$19,000,000.

A complete copy of the Bond Ordinance summarized above shall be available for public inspection during normal business hours at the office of the City Clerk, City of Binghamton, City Hall, 38 Hawley Street, Binghamton, New York.

ESTOPPEL CERTIFICATE

I, ANGELA HOLMES, City Clerk of the City of Binghamton, in the County of Broome, New York (the "City"), HEREBY CERTIFY as follows:

That an ordinance of the City Council of said City entitled:

"REFUNDING BOND ORDINANCE OF THE CITY OF BINGHAMTON, NEW YORK, ADOPTED _____, 2014, AUTHORIZING THE REFUNDING OF ALL OR A PORTION OF CERTAIN OUTSTANDING BONDS OF SAID CITY, STATING THE PLAN OF REFUNDING, APPROPRIATING AN AMOUNT NOT TO EXCEED \$19,000,000 FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$19,000,000 REFUNDING BONDS TO FINANCE SAID APPROPRIATION, AND MAKING CERTAIN OTHER DETERMINATIONS RELATIVE THERETO,"

was adopted on _____, 2014 and was approved in writing by the Mayor of the City on _____, 2014 and by the Board of Estimate and Apportionment of the City on _____, 2014. Such ordinance contained an estoppel clause as permitted by Section 80.00 of the Local Finance Law and a notice setting forth substantially the statements referred to in Section 81.00 of the Local Finance Law, together with a summary of such ordinance, was duly published as referred to in said Section 81.00 of the Local Finance Law.

That to the best of my knowledge, no action, suit or proceeding contesting the validity of the obligations authorized by such ordinance was commenced within twenty days from the date of publication of such notice.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City this ____ day of _____, 2014.

Angela Holmes, City Clerk
City of Binghamton

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City of Binghamton, New York
REFUNDING BONDS
REFUNDING OF 02/01/2007 BONDS (02/01/2017 - 2029)

--
(INSURED 2021 - 2029) ; (ASSUMES 'A2' UNDERLYING) ; (CALLABLE 2024 @ PAR)
** Market Conditions & SLGS as of 7/14/2014 **

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SOURCES AND USES OF FUNDS

City of Binghamton, New York
REFUNDING BONDS
REFUNDING OF 02/01/2007 BONDS (02/01/2017 - 2029)

--
(INSURED 2021 - 2029) ; (ASSUMES 'A2' UNDERLYING) ; (CALLABLE 2024 @ PAR)
** Market Conditions & SLGS as of 7/14/2014 **

Dated Date 09/15/2014
Delivery Date 09/15/2014

Sources:

Bond Proceeds:	
Par Amount	16,780,000.00
Net Premium	1,293,432.90
	<hr/>
	18,073,432.90

Uses:

Refunding Escrow Deposits:	
Cash Deposit	0.01
SLGS Purchases	17,864,862.00
	<hr/>
	17,864,862.01
 Delivery Date Expenses:	
Cost of Issuance	100,000.00
Underwriter's Discount	53,024.80
Bond Insurance (30bps)	52,907.09
	<hr/>
	205,931.89
 Other Uses of Funds:	
Additional Proceeds	2,639.00
	<hr/>
	18,073,432.90

SUMMARY OF REFUNDING RESULTS

City of Binghamton, New York
REFUNDING BONDS
REFUNDING OF 02/01/2007 BONDS (02/01/2017 - 2029)

--
(INSURED 2021 - 2029) ; (ASSUMES 'A2' UNDERLYING) ; (CALLABLE 2024 @ PAR)
** Market Conditions & SLGS as of 7/14/2014 **

Dated Date	09/15/2014
Delivery Date	09/15/2014
Arbitrage yield	2.825169%
Escrow yield	0.187692%
Bond Par Amount	16,780,000.00
True Interest Cost	2.881671%
Net Interest Cost	2.960853%
All-In TIC	2.956401%
Average Coupon	3.787108%
Average Life	8.947
Par amount of refunded bonds	16,830,000.00
Average coupon of refunded bonds	4.293200%
Average life of refunded bonds	8.972
PV of prior debt to 09/15/2014 @ 2.803113%	18,854,983.77
Net PV Savings	784,189.87
Percentage savings of refunded bonds	4.659476%

SAVINGS

City of Binghamton, New York REFUNDING BONDS REFUNDING OF 02/01/2007 BONDS (02/01/2017 - 2029)

(INSURED 2021 - 2029) ; (ASSUMES 'A2' UNDERLYING) ; (CALLABLE 2024 @ PAR)
** Market Conditions & SLGS as of 7/14/2014 **

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 09/15/2014 @ 2.8031129%
02/01/2015	360,028.13	284,599.31	75,428.82		74,639.77
08/01/2015	360,028.13	323,334.38	36,693.75		35,808.03
12/31/2015				112,122.57	
02/01/2016	360,028.13	328,334.38	31,693.75		30,501.23
08/01/2016	360,028.13	323,284.38	36,743.75		34,872.46
12/31/2016				68,437.50	
02/01/2017	1,345,028.13	1,263,284.38	81,743.75		76,508.38
08/01/2017	339,096.88	309,184.38	29,912.50		27,609.76
12/31/2017				111,656.25	
02/01/2018	1,369,096.88	1,344,184.38	24,912.50		22,676.84
08/01/2018	317,209.38	288,834.38	28,375.00		25,471.61
12/31/2018				53,287.50	
02/01/2019	1,392,209.38	1,363,834.38	28,375.00		25,119.55
08/01/2019	294,365.63	268,084.38	26,281.25		22,944.44
12/31/2019				54,656.25	
02/01/2020	1,419,365.63	1,388,084.38	31,281.25		26,932.14
08/01/2020	270,459.38	246,884.38	23,575.00		20,016.76
12/31/2020				54,856.25	
02/01/2021	1,445,459.38	1,416,884.38	28,575.00		23,926.75
08/01/2021	245,490.63	219,971.88	25,518.75		21,072.32
12/31/2021				54,093.75	
02/01/2022	1,470,490.63	1,444,971.88	25,518.75		20,781.06
08/01/2022	219,459.38	192,159.38	27,300.00		21,924.33
12/31/2022				52,818.75	
02/01/2023	1,499,459.38	1,477,159.38	22,300.00		17,661.35
08/01/2023	192,259.38	163,240.63	29,018.75		22,664.86
12/31/2023				51,318.75	
02/01/2024	1,532,259.38	1,508,240.63	24,018.75		18,500.36
08/01/2024	163,784.38	133,065.63	30,718.75		23,333.97
12/31/2024				54,737.50	
02/01/2025	1,558,784.38	1,543,065.63	15,718.75		11,774.94
08/01/2025	134,140.63	97,815.63	36,325.00		26,835.00
12/31/2025				52,043.75	
02/01/2026	1,594,140.63	1,567,815.63	26,325.00		19,178.72
08/01/2026	103,115.63	75,765.63	27,350.00		19,650.07
12/31/2026				53,675.00	
02/01/2027	1,628,115.63	1,590,765.63	37,350.00		26,463.83
08/01/2027	70,328.13	52,093.75	18,234.38		12,741.14
12/31/2027				55,584.38	
02/01/2028	1,660,328.13	1,617,093.75	43,234.38		29,792.16
08/01/2028	35,546.88	26,662.50	8,884.38		6,037.47
12/31/2028				52,118.76	
02/01/2029	1,660,546.88	1,606,662.50	53,884.38		36,111.58
12/31/2029				53,884.38	
	23,400,653.27	22,465,361.93	935,291.34	935,291.34	781,550.87

Savings Summary

PV of savings from cash flow	781,550.87
Plus: Refunding funds on hand	2,639.00
Net PV Savings	784,189.87

BOND PRICING

City of Binghamton, New York REFUNDING BONDS REFUNDING OF 02/01/2007 BONDS (02/01/2017 - 2029)

--
(INSURED 2021 - 2029) ; (ASSUMES 'A2' UNDERLYING) ; (CALLABLE 2024 @ PAR)
** Market Conditions & SLGS as of 7/14/2014 **

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price
Uninsured Serial Bonds:								
	02/01/2015	40,000	2.000%	0.400%	100.603			
	02/01/2016	5,000	2.000%	0.650%	101.848			
	02/01/2017	940,000	3.000%	0.750%	105.292			
	02/01/2018	35,000	2.000%	1.130%	102.874			
	02/01/2018	1,000,000	4.000%	1.130%	109.484			
	02/01/2019	75,000	2.000%	1.500%	102.110			
	02/01/2019	1,000,000	4.000%	1.500%	110.553			
	02/01/2020	120,000	2.000%	1.850%	100.763			
	02/01/2020	1,000,000	4.000%	1.850%	110.955			
		4,215,000						
Insured Serial Bonds:								
	02/01/2021	170,000	2.250%	2.100%	100.889			
	02/01/2021	1,000,000	5.000%	2.100%	117.223			
	02/01/2022	225,000	2.500%	2.370%	100.873			
	02/01/2022	1,000,000	5.000%	2.370%	117.703			
	02/01/2023	285,000	2.750%	2.500%	101.877			
	02/01/2023	1,000,000	5.000%	2.500%	118.788			
	02/01/2024	345,000	3.000%	2.750%	102.052			
	02/01/2024	1,000,000	5.000%	2.750%	118.484			
	02/01/2025	1,410,000	5.000%	2.870%	117.400 C	3.033%	02/01/2024	100.000
	02/01/2026	1,470,000	3.000%	3.060%	99.425			
	02/01/2027	1,515,000	3.125%	3.220%	99.034			
	02/01/2028	1,565,000	3.250%	3.350%	98.926			
	02/01/2029	1,580,000	3.375%	3.450%	99.152			
		12,565,000						
		16,780,000						

Dated Date	09/15/2014	
Delivery Date	09/15/2014	
First Coupon	02/01/2015	
Par Amount	16,780,000.00	
Premium	1,293,432.90	
Production	18,073,432.90	107.708182%
Underwriter's Discount	-53,024.80	-0.316000%
Purchase Price	18,020,408.10	107.392182%
Accrued Interest		
Net Proceeds	18,020,408.10	

BOND MATURITY TABLE

City of Binghamton, New York
REFUNDING BONDS
REFUNDING OF 02/01/2007 BONDS (02/01/2017 - 2029)

--
(INSURED 2021 - 2029) ; (ASSUMES 'A2' UNDERLYING) ; (CALLABLE 2024 @ PAR)
** Market Conditions & SLGS as of 7/14/2014 **

Maturity Date	Uninsured Serial Bonds	Insured Serial Bonds	Total
02/01/2015	40,000		40,000
02/01/2016	5,000		5,000
02/01/2017	940,000		940,000
02/01/2018	1,035,000		1,035,000
02/01/2019	1,075,000		1,075,000
02/01/2020	1,120,000		1,120,000
02/01/2021		1,170,000	1,170,000
02/01/2022		1,225,000	1,225,000
02/01/2023		1,285,000	1,285,000
02/01/2024		1,345,000	1,345,000
02/01/2025		1,410,000	1,410,000
02/01/2026		1,470,000	1,470,000
02/01/2027		1,515,000	1,515,000
02/01/2028		1,565,000	1,565,000
02/01/2029		1,580,000	1,580,000
	4,215,000	12,565,000	16,780,000

BOND DEBT SERVICE

City of Binghamton, New York
REFUNDING BONDS
REFUNDING OF 02/01/2007 BONDS (02/01/2017 - 2029)

--
(INSURED 2021 - 2029) ; (ASSUMES 'A2' UNDERLYING) ; (CALLABLE 2024 @ PAR)
** Market Conditions & SLGS as of 7/14/2014 **

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/01/2015	40,000	2.000%	244,599.31	284,599.31	
08/01/2015			323,334.38	323,334.38	
12/31/2015					607,933.69
02/01/2016	5,000	2.000%	323,334.38	328,334.38	
08/01/2016			323,284.38	323,284.38	
12/31/2016					651,618.76
02/01/2017	940,000	3.000%	323,284.38	1,263,284.38	
08/01/2017			309,184.38	309,184.38	
12/31/2017					1,572,468.76
02/01/2018	1,035,000	** %	309,184.38	1,344,184.38	
08/01/2018			288,834.38	288,834.38	
12/31/2018					1,633,018.76
02/01/2019	1,075,000	** %	288,834.38	1,363,834.38	
08/01/2019			268,084.38	268,084.38	
12/31/2019					1,631,918.76
02/01/2020	1,120,000	** %	268,084.38	1,388,084.38	
08/01/2020			246,884.38	246,884.38	
12/31/2020					1,634,968.76
02/01/2021	1,170,000	** %	246,884.38	1,416,884.38	
08/01/2021			219,971.88	219,971.88	
12/31/2021					1,636,856.26
02/01/2022	1,225,000	** %	219,971.88	1,444,971.88	
08/01/2022			192,159.38	192,159.38	
12/31/2022					1,637,131.26
02/01/2023	1,285,000	** %	192,159.38	1,477,159.38	
08/01/2023			163,240.63	163,240.63	
12/31/2023					1,640,400.01
02/01/2024	1,345,000	** %	163,240.63	1,508,240.63	
08/01/2024			133,065.63	133,065.63	
12/31/2024					1,641,306.26
02/01/2025	1,410,000	5.000%	133,065.63	1,543,065.63	
08/01/2025			97,815.63	97,815.63	
12/31/2025					1,640,881.26
02/01/2026	1,470,000	3.000%	97,815.63	1,567,815.63	
08/01/2026			75,765.63	75,765.63	
12/31/2026					1,643,581.26
02/01/2027	1,515,000	3.125%	75,765.63	1,590,765.63	
08/01/2027			52,093.75	52,093.75	
12/31/2027					1,642,859.38
02/01/2028	1,565,000	3.250%	52,093.75	1,617,093.75	
08/01/2028			26,662.50	26,662.50	
12/31/2028					1,643,756.25
02/01/2029	1,580,000	3.375%	26,662.50	1,606,662.50	
12/31/2029					1,606,662.50
	16,780,000		5,685,361.93	22,465,361.93	22,465,361.93

ESCROW REQUIREMENTS

City of Binghamton, New York
REFUNDING BONDS
REFUNDING OF 02/01/2007 BONDS (02/01/2017 - 2029)

--
(INSURED 2021 - 2029) ; (ASSUMES 'A2' UNDERLYING) ; (CALLABLE 2024 @ PAR)
** Market Conditions & SLGS as of 7/14/2014 **

Period Ending	Interest	Principal Redeemed	Total
02/01/2015	360,028.13		360,028.13
08/01/2015	360,028.13		360,028.13
02/01/2016	360,028.13	16,830,000.00	17,190,028.13
	1,080,084.39	16,830,000.00	17,910,084.39

ESCROW DESCRIPTIONS

City of Binghamton, New York
 REFUNDING BONDS
 REFUNDING OF 02/01/2007 BONDS (02/01/2017 - 2029)

--
 (INSURED 2021 - 2029) ; (ASSUMES 'A2' UNDERLYING) ; (CALLABLE 2024 @ PAR)
 ** Market Conditions & SLGS as of 7/14/2014 **

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Sep 15, 2014:						
SLGS	Certificate	02/01/2015	02/01/2015	347,677	0.020%	0.020%
SLGS	Certificate	08/01/2015	08/01/2015	343,472	0.080%	0.080%
SLGS	Note	02/01/2016	02/01/2015	17,173,713	0.190%	0.190%
				17,864,862		

SLGS Summary

SLGS Rates File	14JUL14
Total Certificates of Indebtedness	691,149.00
Total Notes	17,173,713.00
Total original SLGS	17,864,862.00

ESCROW STATISTICS

City of Binghamton, New York
REFUNDING BONDS
REFUNDING OF 02/01/2007 BONDS (02/01/2017 - 2029)

--
(INSURED 2021 - 2029) ; (ASSUMES 'A2' UNDERLYING) ; (CALLABLE 2024 @ PAR)
** Market Conditions & SLGS as of 7/14/2014 **

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow: 17,864,862.01	1.346	0.187692%	0.187692%	17,245,776.22	619,085.79	
17,864,862.01				17,245,776.22	619,085.79	0.00

Delivery date 09/15/2014
Arbitrage yield 2.825169%
Composite Modified Duration 1.346

SUMMARY OF BONDS REFUNDED

City of Binghamton, New York
REFUNDING BONDS
REFUNDING OF 02/01/2007 BONDS (02/01/2017 - 2029)

--
(INSURED 2021 - 2029) ; (ASSUMES 'A2' UNDERLYING) ; (CALLABLE 2024 @ PAR)
** Market Conditions & SLGS as of 7/14/2014 **

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Public Improvement Bonds - 2007, 2007:					
BOND	02/01/2017	4.250%	985,000.00	02/01/2016	100.000
	02/01/2018	4.250%	1,030,000.00	02/01/2016	100.000
	02/01/2019	4.250%	1,075,000.00	02/01/2016	100.000
	02/01/2020	4.250%	1,125,000.00	02/01/2016	100.000
	02/01/2021	4.250%	1,175,000.00	02/01/2016	100.000
	02/01/2022	4.250%	1,225,000.00	02/01/2016	100.000
	02/01/2023	4.250%	1,280,000.00	02/01/2016	100.000
	02/01/2024	4.250%	1,340,000.00	02/01/2016	100.000
	02/01/2025	4.250%	1,395,000.00	02/01/2016	100.000
	02/01/2026	4.250%	1,460,000.00	02/01/2016	100.000
	02/01/2027	4.300%	1,525,000.00	02/01/2016	100.000
	02/01/2028	4.375%	1,590,000.00	02/01/2016	100.000
	02/01/2029	4.375%	1,625,000.00	02/01/2016	100.000
			16,830,000.00		

PRIOR BOND DEBT SERVICE

City of Binghamton, New York
REFUNDING BONDS
REFUNDING OF 02/01/2007 BONDS (02/01/2017 - 2029)

--
(INSURED 2021 - 2029) ; (ASSUMES 'A2' UNDERLYING) ; (CALLABLE 2024 @ PAR)
** Market Conditions & SLGS as of 7/14/2014 **

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/01/2015			360,028.13	360,028.13	
08/01/2015			360,028.13	360,028.13	
12/31/2015					720,056.26
02/01/2016			360,028.13	360,028.13	
08/01/2016			360,028.13	360,028.13	
12/31/2016					720,056.26
02/01/2017	985,000	4.250%	360,028.13	1,345,028.13	
08/01/2017			339,096.88	339,096.88	
12/31/2017					1,684,125.01
02/01/2018	1,030,000	4.250%	339,096.88	1,369,096.88	
08/01/2018			317,209.38	317,209.38	
12/31/2018					1,686,306.26
02/01/2019	1,075,000	4.250%	317,209.38	1,392,209.38	
08/01/2019			294,365.63	294,365.63	
12/31/2019					1,686,575.01
02/01/2020	1,125,000	4.250%	294,365.63	1,419,365.63	
08/01/2020			270,459.38	270,459.38	
12/31/2020					1,689,825.01
02/01/2021	1,175,000	4.250%	270,459.38	1,445,459.38	
08/01/2021			245,490.63	245,490.63	
12/31/2021					1,690,950.01
02/01/2022	1,225,000	4.250%	245,490.63	1,470,490.63	
08/01/2022			219,459.38	219,459.38	
12/31/2022					1,689,950.01
02/01/2023	1,280,000	4.250%	219,459.38	1,499,459.38	
08/01/2023			192,259.38	192,259.38	
12/31/2023					1,691,718.76
02/01/2024	1,340,000	4.250%	192,259.38	1,532,259.38	
08/01/2024			163,784.38	163,784.38	
12/31/2024					1,696,043.76
02/01/2025	1,395,000	4.250%	163,784.38	1,558,784.38	
08/01/2025			134,140.63	134,140.63	
12/31/2025					1,692,925.01
02/01/2026	1,460,000	4.250%	134,140.63	1,594,140.63	
08/01/2026			103,115.63	103,115.63	
12/31/2026					1,697,256.26
02/01/2027	1,525,000	4.300%	103,115.63	1,628,115.63	
08/01/2027			70,328.13	70,328.13	
12/31/2027					1,698,443.76
02/01/2028	1,590,000	4.375%	70,328.13	1,660,328.13	
08/01/2028			35,546.88	35,546.88	
12/31/2028					1,695,875.01
02/01/2029	1,625,000	4.375%	35,546.88	1,660,546.88	
12/31/2029					1,660,546.88
	16,830,000		6,570,653.27	23,400,653.27	23,400,653.27

PROOF OF ARBITRAGE YIELD

City of Binghamton, New York
REFUNDING BONDS
REFUNDING OF 02/01/2007 BONDS (02/01/2017 - 2029)

--
(INSURED 2021 - 2029) ; (ASSUMES 'A2' UNDERLYING) ; (CALLABLE 2024 @ PAR)
** Market Conditions & SLGS as of 7/14/2014 **

Date	Debt Service	Present Value to 09/15/2014 @ 2.8251687917%
02/01/2015	284,599.31	281,599.00
08/01/2015	323,334.38	315,469.45
02/01/2016	328,334.38	315,885.67
08/01/2016	323,284.38	306,694.82
02/01/2017	1,263,284.38	1,181,764.65
08/01/2017	309,184.38	285,203.97
02/01/2018	1,344,184.38	1,222,658.05
08/01/2018	288,834.38	259,061.69
02/01/2019	1,363,834.38	1,206,213.26
08/01/2019	268,084.38	233,798.72
02/01/2020	1,388,084.38	1,193,698.45
08/01/2020	246,884.38	209,353.65
02/01/2021	1,416,884.38	1,184,757.53
08/01/2021	219,971.88	181,372.06
02/01/2022	1,444,971.88	1,174,818.45
08/01/2022	192,159.38	154,056.88
02/01/2023	1,477,159.38	1,167,763.83
08/01/2023	163,240.63	127,251.84
02/01/2024	2,918,240.63	2,243,184.84
08/01/2024	97,815.63	74,141.33
02/01/2025	97,815.63	73,108.61
08/01/2025	97,815.63	72,090.27
02/01/2026	1,567,815.63	1,139,387.76
08/01/2026	75,765.63	54,294.64
02/01/2027	1,590,765.63	1,124,084.75
08/01/2027	52,093.75	36,298.33
02/01/2028	1,617,093.75	1,111,077.51
08/01/2028	26,662.50	18,064.18
02/01/2029	1,606,662.50	1,073,371.64
	22,394,861.93	18,020,525.81

Proceeds Summary

Delivery date	09/15/2014
Par Value	16,780,000.00
Premium (Discount)	1,293,432.90
Arbitrage expenses	-52,907.09
Target for yield calculation	18,020,525.81

PROOF OF ARBITRAGE YIELD

City of Binghamton, New York
REFUNDING BONDS
REFUNDING OF 02/01/2007 BONDS (02/01/2017 - 2029)

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(INSURED 2021 - 2029) ; (ASSUMES 'A2' UNDERLYING) ; (CALLABLE 2024 @ PAR)
** Market Conditions & SLGS as of 7/14/2014 **

Assumed Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Net Present Value (NPV) to 09/15/2014 @ 2.8251687917%
SERI_2	02/01/2025	5.000%	2.870%	02/01/2024	100.000	5,789.12

Rejected Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Net Present Value (NPV) to 09/15/2014 @ 2.8251687917%	Increase to NPV
SERI_2	02/01/2025	5.000%	2.870%			28,870.48	23,081.36

BOND SUMMARY STATISTICS

City of Binghamton, New York
REFUNDING BONDS
REFUNDING OF 02/01/2007 BONDS (02/01/2017 - 2029)

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(INSURED 2021 - 2029) ; (ASSUMES 'A2' UNDERLYING) ; (CALLABLE 2024 @ PAR)
** Market Conditions & SLGS as of 7/14/2014 **

Dated Date	09/15/2014
Delivery Date	09/15/2014
Last Maturity	02/01/2029
Arbitrage Yield	2.825169%
True Interest Cost (TIC)	2.881671%
Net Interest Cost (NIC)	2.960853%
All-In TIC	2.956401%
Average Coupon	3.787108%
Average Life (years)	8.947
Par Amount	16,780,000.00
Bond Proceeds	18,073,432.90
Total Interest	5,685,361.93
Net Interest	4,444,953.83
Total Debt Service	22,465,361.93
Maximum Annual Debt Service	1,643,756.25
Average Annual Debt Service	1,562,505.85
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	3.160000
Total Underwriter's Discount	3.160000
Bid Price	107.392182

Bond Component	Par Value	Price	Average Coupon	Average Life
Uninsured Serial Bonds	4,215,000.00	108.624	3.729%	3.910
Insured Serial Bonds	12,565,000.00	107.401	3.794%	10.636
	16,780,000.00			8.947

	TIC	All-In TIC	Arbitrage Yield
Par Value	16,780,000.00	16,780,000.00	16,780,000.00
+ Accrued Interest			
+ Premium (Discount)	1,293,432.90	1,293,432.90	1,293,432.90
- Underwriter's Discount	-53,024.80	-53,024.80	
- Cost of Issuance Expense		-100,000.00	
- Other Amounts	-52,907.09	-52,907.09	-52,907.09
Target Value	17,967,501.01	17,867,501.01	18,020,525.81
Target Date	09/15/2014	09/15/2014	09/15/2014
Yield	2.881671%	2.956401%	2.825169%

AGGREGATE DEBT SERVICE

City of Binghamton, New York
REFUNDING BONDS
REFUNDING OF 02/01/2007 BONDS (02/01/2017 - 2029)

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 (INSURED 2021 - 2029) ; (ASSUMES 'A2' UNDERLYING) ; (CALLABLE 2024 @ PAR)
 ** Market Conditions & SLGS as of 7/14/2014 **

Date	REFUNDING BONDS Principal	REFUNDING BONDS Interest	Unrefunded Bonds Principal	Unrefunded Bonds Interest	Aggregate Principal	Aggregate Interest	Aggregate Debt Service	Annual Aggregate D/S
02/01/2015	40,000	244,599.31	905,000	39,312.50	945,000	283,911.81	1,228,911.81	
08/01/2015		323,334.38		20,081.25		343,415.63	343,415.63	
12/31/2015								1,572,327.44
02/01/2016	5,000	323,334.38	945,000	20,081.25	950,000	343,415.63	1,293,415.63	
08/01/2016		323,284.38				323,284.38	323,284.38	
12/31/2016								1,616,700.01
02/01/2017	940,000	323,284.38			940,000	323,284.38	1,263,284.38	
08/01/2017		309,184.38				309,184.38	309,184.38	
12/31/2017								1,572,468.76
02/01/2018	1,035,000	309,184.38			1,035,000	309,184.38	1,344,184.38	
08/01/2018		288,834.38				288,834.38	288,834.38	
12/31/2018								1,633,018.76
02/01/2019	1,075,000	288,834.38			1,075,000	288,834.38	1,363,834.38	
08/01/2019		268,084.38				268,084.38	268,084.38	
12/31/2019								1,631,918.76
02/01/2020	1,120,000	268,084.38			1,120,000	268,084.38	1,388,084.38	
08/01/2020		246,884.38				246,884.38	246,884.38	
12/31/2020								1,634,968.76
02/01/2021	1,170,000	246,884.38			1,170,000	246,884.38	1,416,884.38	
08/01/2021		219,971.88				219,971.88	219,971.88	
12/31/2021								1,636,856.26
02/01/2022	1,225,000	219,971.88			1,225,000	219,971.88	1,444,971.88	
08/01/2022		192,159.38				192,159.38	192,159.38	
12/31/2022								1,637,131.26
02/01/2023	1,285,000	192,159.38			1,285,000	192,159.38	1,477,159.38	
08/01/2023		163,240.63				163,240.63	163,240.63	
12/31/2023								1,640,400.01
02/01/2024	1,345,000	163,240.63			1,345,000	163,240.63	1,508,240.63	
08/01/2024		133,065.63				133,065.63	133,065.63	
12/31/2024								1,641,306.26
02/01/2025	1,410,000	133,065.63			1,410,000	133,065.63	1,543,065.63	
08/01/2025		97,815.63				97,815.63	97,815.63	
12/31/2025								1,640,881.26
02/01/2026	1,470,000	97,815.63			1,470,000	97,815.63	1,567,815.63	
08/01/2026		75,765.63				75,765.63	75,765.63	
12/31/2026								1,643,581.26
02/01/2027	1,515,000	75,765.63			1,515,000	75,765.63	1,590,765.63	
08/01/2027		52,093.75				52,093.75	52,093.75	
12/31/2027								1,642,859.38
02/01/2028	1,565,000	52,093.75			1,565,000	52,093.75	1,617,093.75	

AGGREGATE DEBT SERVICE

City of Binghamton, New York

REFUNDING BONDS

REFUNDING OF 02/01/2007 BONDS (02/01/2017 - 2029)

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(INSURED 2021 - 2029) ; (ASSUMES 'A2' UNDERLYING) ; (CALLABLE 2024 @ PAR)

** Market Conditions & SLGS as of 7/14/2014 **

Date	REFUNDING BONDS Principal	REFUNDING BONDS Interest	Unrefunded Bonds Principal	Unrefunded Bonds Interest	Aggregate Principal	Aggregate Interest	Aggregate Debt Service	Annual Aggregate D/S
08/01/2028		26,662.50				26,662.50	26,662.50	
12/31/2028								1,643,756.25
02/01/2029	1,580,000	26,662.50			1,580,000	26,662.50	1,606,662.50	
12/31/2029								1,606,662.50
	16,780,000	5,685,361.93	1,850,000	79,475.00	18,630,000	5,764,836.93	24,394,836.93	24,394,836.93